

## Terms and Conditions of Purchase - Products

Thank you for making a purchase with Her Trails.

These Terms and Conditions govern your purchase.

By clicking “accept” you agree to these Terms and Conditions (**Terms**).

### 1. Purchase Services

- 1.1. The website [www.hertrails.com](http://www.hertrails.com) (**Website**) is operated by Her Trails Pty Ltd (ACN: 660 616 795) (**Her Trails**).
- 1.2. Access to and use of the Website, or any of its associated Products or services, is provided by Her Trails.
- 1.3. The Website provides you with an opportunity to browse and purchase various products (**Products**). The Website provides this service by way of granting you access to the content on the Website (**Purchase Services**).

### 2. Personal Information

- 2.1. When purchasing a Product, you will be required to provide personal information such as your name, address and e-mail address.
- 2.2. You agree that all details that you have provided in completing the purchase are true and correct.
- 2.3. Your personal information is kept in accordance with the Her Trails Privacy Policy (**Privacy Policy**) which can be accessed via the Website.

### 3. Purchase of Products

- 3.1. In using the Purchase Services to purchase the Product through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (**Purchase Price**).
- 3.2. Payment of the Purchase Price may be made through the available payment methods (**Payment Gateway Providers**).
- 3.3. In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy

Policy and other relevant legal documentation provided by the Payment Gateway Providers.

- 3.4. Unless otherwise stated, all amounts expressed and described on or in connection with these Terms are listed in Australian Dollars (AUD). For Australian residents, prices are GST inclusive, being goods and services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999*, inclusive amounts.
- 3.5. Following payment of the Purchase Price being confirmed by Her Trails, you will be issued with a receipt to confirm that the payment has been received and Her Trails may record your purchase details for future use.
- 3.6. Her Trails does not provide refunds for change of mind. Please keep this in mind when making a purchase.

#### 4. Delivery

- 4.1. You acknowledge that the Purchase Services offered by Her Trails integrate delivery (**Delivery Services**) through the use of third party delivery companies (**Delivery Service Providers**).
- 4.2. You acknowledge and agree that Her Trails is not the provider of these delivery and insurance options and merely facilitates your interaction with the Delivery Service Providers in respect to providing the Delivery Services.
- 4.3. If an item is lost or damaged in the course of the Delivery Services, Her Trails asks that you:
  - (a) contact the Delivery Service Provider directly to request a refund or to claim on any insurance options available; and
  - (b) contact us by sending an email to [info@hertrails.com](mailto:info@hertrails.com) outlining in what way the Products were damaged in transit so we can determine if the Delivery Service Provider should be removed from the Purchase Services.

#### 5. Refunds and Returns

- 5.1. If you have received the incorrect Product, please notify Her Trails to organise a return within 5 Business days of receiving the Product and you will be sent the correct Product.
- 5.2. Her Trails does not provide refunds for change of mind.
- 5.3. Her Trails wants you to be satisfied with your Product. If you have any issues with Her Trails Products, please e-mail [info@hertrails.com](mailto:info@hertrails.com).

## 6. Cancellations

- 6.1. Once payment for an order has been accepted, cancellation is not possible.
- 6.2. Where a Product has been listed at an incorrect price, or has incorrect written information or images, Her Trails reserves the right to cancel a transaction. The purchase amount will be refunded via the payment method used for the initial purchase.

## 7. Warranty

Her Trails' Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure of the Product and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure (the '**Warranty**'). A major failure with a product under Australian Consumer Law includes but is not limited to, where the product is significantly different from the description shown to you, or the goods are unsafe or unfit for their normal purpose.

## 8. Mailing List Registration

- 8.1. You will be given the option to register for the Her Trails Mailing List (**Mailing List**).
- 8.2. As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:
  - (c) Email address
  - (d) Name and address
  - (e) Mobile phone number
- 8.3. If you choose to register for the Mailing List, you agree to receive promotional material, updates and other content from Her Trails.

## **9. Privacy**

Her Trails takes your privacy seriously and any information provided through your use of the Application and/or the Purchase Services are subject to Her Trail's Privacy Policy.

## **10. Force Majeure**

- 10.1. If circumstances beyond Her Trails' control prevent or hinder its provision of the Products, Her Trails is free from any obligation to provide the Products or fulfil your order while those circumstances continue. Her Trails may elect to terminate these Terms or keep the Terms on foot until such circumstances have ceased.
- 10.2. Circumstances beyond Her Trails control include, but are not limited to, unavailability of materials or components, pandemics, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

## **11. Venue and Jurisdiction**

In the event of any dispute arising out of or concerning the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

## **12. Governing Law**

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

## **13. Independent Legal Advice**

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

#### **14. Severance**

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.