

# SuperNatural Skincare Terms & Conditions

## PRIVACY STATEMENT

### OVERVIEW

This website is operated by **SuperNaturalSkincare** the terms "we", "us" and "our" refer to **SuperNaturalSkincare**. **SuperNatural Skincare** offers this website, including all information, tools and services available from this site to you, the user, and conditional upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### WHAT DO WE DO WITH YOUR INFORMATION?

As part of the buying and selling process, we collect the personal information you give us such as your name, address and email. When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system. With your permission, we may send you emails about our online store, new products and other updates.

## **CONSENT - How do you get my consent?**

When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, we imply that you consent to our collecting it and using it for that specific reason only. If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no. How do I withdraw consent? If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at any time, by contacting us at [info@supernaturalskincare.com.au](mailto:info@supernaturalskincare.com.au)

## **PRIVACY & DISCLOSURE**

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service. Our store is hosted on **XXXXXXXXXX** They provide us with the online e-commerce platform that allows us to sell our products and services to you. Your data is stored through **XXXXXXXXXX** data storage, databases and the general **XXXXXXXXXX** application. They store your data on a secure server behind a firewall. **SuperNaturalSkincare.com.au** does not collect personal information when you visit our site unless you register with us, enter into a promotion, or place an order through

**SuperNaturalSkincare.com.au** Shopping Baskets. All personal details submitted to **SuperNaturalSkincare.com.au**, including, names, addresses, phone numbers, email addresses and credit card numbers shall be held in the strictest confidence and will not be passed on or held in a manner accessible by third parties except for the purposes of fulfilling your order. We do not share, sell, rent or barter any identifiable personal information to any third party without your permission. All transaction details submitted **SuperNaturalSkincare.com.au** via the shopping cart are encrypted to prevent access by other parties. We take Credit Card fraud very seriously. Tracking & monitoring systems are in place on all transactions and all fraud attempts will be reported to Police. As a first time customer, you may receive a telephone call or email requesting more information/proof to confirm the details that you have supplied to us. If any of the information you supply is found to be false or misleading, we will, if we deem it appropriate, report this to the appropriate authorities for them to prosecute.

## PAYMENT

SuperNaturalSkincare.com.au

**SuperNatural Skincare uses Stripe Payments. Please read the Stripe Payment terms & conditions for customers:**

### 1. Introduction and Scope

### 2. Additional Terms That Apply to You

The following additional policies and terms also apply when you access or use the Consumer Services, all of which are incorporated by reference into these Terms:

- **Arbitration Agreement.** IF YOU ARE LOCATED IN THE UNITED STATES, YOU AGREE TO OUR ARBITRATION AGREEMENT, WHICH REQUIRES YOU TO RESOLVE DISPUTES BETWEEN YOU AND STRIPE ON AN INDIVIDUAL BASIS THROUGH ARBITRATION, PROHIBITS YOU FROM MAINTAINING OR PARTICIPATING IN A CLASS ACTION LAWSUIT, WAIVES YOUR RIGHT TO A JURY TRIAL, AND LIMITS THE TIME IN WHICH A CLAIM MAY BE BROUGHT.
- **Link E-Sign Disclosure.** You agree to the Link E-Sign Disclosure. It provides that we will communicate with you electronically. Your electronic agreement has the same effect as if you sign in ink, and you agree to receive notices through our Consumer Services.
- **Privacy Policy.** You acknowledge the Privacy Policy. Stripe and the Business User are independent controllers of personal data collected in conjunction with the Consumer Services and will independently and separately determine the purposes and means of its processing of personal data. We may transfer your personal data to countries other than your own country, including the United States. Please read the Privacy Policy carefully to understand how your information is collected, used, and shared in connection with these Consumer Services. Learn more by reviewing Link's Privacy Center.
- **Product-Specific Terms.** A Consumer Service may have specific terms that apply when you use that particular Consumer Service. These product-specific Terms are listed in the left-hand menu.

- Acceptable Use Policy. Your use of a Consumer Service is subject to Stripe's Acceptable Use Policy.

We may revise these Terms from time to time. We will use reasonable efforts to notify you of material changes to these Terms in advance of their effectiveness, including by posting notice on the applicable Consumer Services or providing notice via an email address associated with you. The revised Terms will be effective on the date stated in the revised Terms. By using a Consumer Service after any revisions become effective, you agree to those changes. If you do not agree with any changes to these Terms, you must stop using the Consumer Services.

### 3. Eligibility

You may only enter into these Terms if you are over the age of majority and able to enter into a legally binding contract in the country in which you reside.

You must not use the Consumer Services if you have previously been terminated or suspended from using any of our services, including any Consumer Service. You may not enter into the Terms or use any Consumer Service if you are the target of government sanctions, such as those applied by the U.S. Department of the Treasury Office of Foreign Assets Control, or any other national government.

You must be eligible for the particular Consumer Services to the extent they are available in your country. If we present an incorrect country for you or you move countries, then you must correct the country in your account or contact support before using the Consumer Services again.

### 4. Stripe's Role

Any contract of sale made using the Consumer Services is directly between you and the Business User. You, and not Stripe, are responsible for the purchases you make using the Consumer Services. The Business User, and not Stripe, is responsible for the goods or services that you may purchase from them using the Consumer Services, including but not limited to delivery, quality of goods, refunds, fraud, advertising, liability relating to the Business User's products or services, or non-compliance with applicable law.

Your access to and use of the Consumer Services does not change your relationship with the Business User, third party services or platforms or with your bank or credit or debit card company.

Except as provided otherwise in these Terms, Stripe will not intervene in any dispute between you and a Business User for any transactions using the Consumer Services. If you find yourself in a dispute with a Business User or a third party, we encourage you to contact the other party and try to resolve the dispute. You can submit a complaint regarding a Business User to Stripe, and Stripe may forward your complaint to the Business User with a request that they contact you directly. Except as provided otherwise in these Terms, Stripe will not make judgments regarding factual disputes or legal issues or claims between you and the Business User, and Stripe has no obligation to resolve any disputes. You release Stripe from any claims, demands, and damages arising out of disputes relating to your use of the Consumer Services, including those with other users or parties.

We make no warranties with respect to the products, services or information provided by Business Users, and we are not responsible or liable for: (a) product liability claims in respect of Business User products; (b) claims that the offer or sale of Business User products or services fails to conform to any applicable legal or regulatory requirement; (c) claims respecting Business Users' products, services, or practices arising under consumer protection or similar legislation; (d) any inaccurate, incomplete or out of date information offered by a Business User; or (e) the acts or omissions of any third party platform where you may interact with or purchase from.

## 5. Identification and Prevention of Fraud

You agree that:

- Information you provide about yourself and your use of the Consumer Services must be complete and accurate as of the time provided, and you must keep this information up-to-date;
- To the extent law allows, we and our service providers may verify your identity.
- You must notify us immediately if you become aware of any unauthorized use or access to your account. You are responsible for any actions taken through the use of your credentials, except for actions taken after you have told us that your account or credentials have been compromised.

## 6. Communications via Text, Push Notification, Email, and Phone

To the extent allowable under law, by providing us with a phone number, you consent to receiving text (SMS) messages, push notifications, and phone calls from us. Such communications may include, but are not limited to, requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, requests for product feedback, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using any Consumer Service. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates your cell phone carrier applies may apply to the text messages we send you.

You may opt-out of receiving promotional email communications we send to you by following the unsubscribe options on such emails or by managing your communications preferences in the app. You may opt-out of text messages from Stripe by replying STOP or by following instructions that you receive in the text message. You may opt-out of phone calls by notifying the caller or by [contacting support](#). You acknowledge that opting out of receiving communications may impact your use of Consumer Services.

## 7. Our Intellectual Property Rights

We reserve all rights not expressly granted to you in these Terms. The Consumer Services are protected by trademark, copyright, patent and other laws of the United States and other countries. We own all rights, title, interest in and to the Consumer Services and all copies of the Consumer Services, and all Intellectual Property Rights in them. Your use of the Consumer Services is subject to these Terms, and these Terms do not grant you any rights to our Intellectual Property Rights or the Intellectual Property Rights of our licensors, licensees, or partners.

For the purposes of these Terms, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

## 8. Feedback

You may choose to submit feedback, ideas and suggestions about the Consumer Services, but it is never required. You may provide us with feedback on the Consumer Services

by [contacting support](#). You agree that we may use and share all feedback, ideas, and suggestions you submit for any purpose and without compensation or obligation to you.

## 9. Termination

**Termination by Us:** We may terminate these Terms, and we may limit, suspend, change, or remove your access to any or all Consumer Services, including any feature or aspect of the Consumer Services, at any time for any reason. If commercially reasonable, we will take reasonable steps to notify you before taking any action that restricts your access to the Consumer Services. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we may terminate these Terms of Service at any time without notice to you and accordingly we may terminate your access to the Consumer Services.

**Termination by You:** Subject to any product-specific Terms below, you may terminate any Consumer Service at any time and for any reason by terminating the Consumer Service or closing or [deleting your account](#) as described below in the Link Account Terms. Termination will be effective on the date that your account is closed.

**Effect of Termination.** Upon termination, you will not have any further use of or access to the Consumer Services. Subject to applicable law, you will also not have any use of or access to any information you submitted through the Consumer Services, and all rights granted under these Terms will end. Termination does not relieve you of your obligations to pay amounts owed to Stripe, Business Users, or others. Termination does not revoke any third-party payment authorizations. The following provisions will survive even after these Terms terminate: Arbitration Agreement, Our Intellectual Property, Feedback, Disclaimer of Warranties, Limitation of Liability, Governing Law, Assignment and Third Party Beneficiaries, and Miscellaneous Terms.

## 10. Disclaimer of Warranties

The Consumer Services are provided "as-is" and without any representation or warranty, whether express or implied. We, our affiliates, and our respective agents, contractors, and Business Users (together, the "Disclaiming Entities") make no representation or warranty of any kind whatsoever (other than those implied by statute) with respect to the Consumer Services or the content, materials, information and functions we make accessible, and specifically disclaim all implied warranties of merchantability, fitness for a particular purpose, title and

non-infringement. We do not promise that the Consumer Services will be uninterrupted, error-free, or secure.

The Disclaiming Entities do not control or make any warranties regarding the products or services others provide in connection with the Consumer Services. In other words, we do not have control over the businesses from which you're purchasing when using the Consumer Services, and we do not promise or imply that the products or services you buy using the Consumer Services will work as promised or be safe to use.

Some laws limit or prohibit disclaiming the warranties referred to in the previous paragraphs, or impose obligations on us that we can't eliminate with these Terms. In those cases, this section (Disclaimer of Warranties) does not restrict, exclude or modify any consumer rights under any applicable law.

## 11. Limitation of Liability

The Disclaiming Entities will not be liable to you for any failure to perform our obligation under these Terms due to a Force Majeure Event. A "**Force Majeure Event**" is any event beyond the control of Stripe or its affiliates, including a strike or other labor dispute; labor shortage, stoppage or slowdown; supply chain disruption; embargo or blockade; telecommunication breakdown; power outage or shortage; inadequate transportation service; inability or delay in obtaining adequate supplies; weather; earthquake; fire; flood; act of God; riot; civil disorder; civil or government calamity; epidemic; pandemic; state or national health crisis; war; invasion; hostility (whether war is declared or not); terrorism threat or act; Law; or act of a Governmental Authority.

The Disclaiming Entities will not be liable to you for any failure to perform our obligations under these Terms where performance of that obligation would have put us in violation of applicable law.

The Disclaiming Entities will not be liable to you in any circumstances for:

- Loss of business, loss of goodwill, loss of opportunity, or loss of profit; or
- Any loss that we could not have reasonably anticipated.

Subject to the specific product Terms below and applicable consumer laws in your country, in no event will a Disclaiming Entity's liability arising out of or in connection with these Terms exceed \$200 USD.

You and we agree that the other has relied on the disclaimer of warranties and limitation of liability stated above in entering into these Terms, the limitation and disclaimer are essential to



the agreement between you and us under these Terms, and they will apply to the fullest extent allowed by law.

Some laws restrict our ability to disclaim or limit our liability. In those cases, this section does not restrict, exclude or modify any consumer rights under any applicable law.

## 12. Governing Law

If you reside in the United States, California law will govern any claim or dispute between you and us that arises out of these Terms, regardless of conflict of law principles.

If you reside outside of the United States, your governing law is specified [here](#).

## 13. Assignment and Third-Party Beneficiaries

You must not assign your rights or obligations under these Terms to anyone without our prior written consent. We may delegate performing our obligations, and we may assign our rights and obligations under these Terms to Stripe affiliates, at any time for any reason by providing notice to you.

## 14. Miscellaneous Terms

These Terms, together with the Arbitration Agreement (if applicable), E-Sign Agreement, Privacy Policy, the Acceptable Use Policy, and the product-specific Terms below are the only agreement between you and us regarding the Consumer Services. In the event of an irreconcilable conflict or inconsistency between a provision in these Terms and any product-specific Terms below, the provision in the product-specific Terms will govern. These Terms do not create any partnership, joint venture, or other agency relationship between you and us. If we do not immediately exercise a right we have under these Terms, we do not waive that right. We retain our ability and right to enforce any part of these Terms at a later time. If any part of these Terms is found unenforceable, that part will be ignored, and all of the remaining terms will remain in effect.

## 15. Contact

If you have a question about the Consumer Services or how these Terms apply to you, please [contact support](#).

## **THIRD-PARTY SERVICES**

In general, the third-party providers used will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us. However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions. Note the services of a third-party service provider, may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located. Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service. Links - When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements. **Google analytics** - Our store uses **Google Analytics** to help us learn about who visits our site and what pages are being looked at.

## **SECURITY**

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

## **SSL**

All Squarespace websites are automatically protected with free SSL certificates to improve security. SSL secures connections and prevents impersonation or stealing of visitors' information.

## **Denial of Service Protection**

Squarespace has implemented solutions designed to protect against and mitigate effects of Denial of Service (DoS) attacks. Our fully-managed cloud hosting supports billions of monthly views and provides 99.9% uptime.

## **COOKIES**

Here is a list of cookies that we use. We've listed them here so you that you can choose if you want to opt-out of cookies or not.

- `_session_id`, unique token, sessional, Allows Shopify to store information about your session (referrer, landing page, etc).

- `_shopify_visit`, no data held, Persistent for 30 minutes from the last visit, Used by our website provider's internal stats tracker to record the number of visits
- `_shopify_uniq`, no data held, expires midnight (relative to the visitor) of the next day, Counts the number of visits to a store by a single customer.
- `cart`, unique token, persistent for 2 weeks, Stores information about the contents of your cart.
- `_secure_session_id`, unique token, sessional
- `storefront_digest`, unique token, indefinite If the shop has a password, this is used to determine if the current visitor has access.
- `PREF`, persistent for a very short period, Set by Google and tracks who visits the store and from where.

This Cookie Policy describes how SuperNatural Skincare uses cookies and similar technologies to provide, customize, evaluate, improve, promote and protect our Services. Note that any capitalized terms not defined in this Cookie Policy have the meanings set forth in our [Terms of Service](#). If you have any comments or questions about this Cookie Policy, feel free to contact us at [privacy@squarespace.com](mailto:privacy@squarespace.com).

Cookies. Cookies are small pieces of text sent to your browser when you visit a site. They serve a variety of functions, like enabling us to remember certain information you provide to us as you navigate between pages on the Services. We use cookies on the website and associated domains of [www.squarespace.com](http://www.squarespace.com) and on Squarespace web and mobile applications for the following purposes:

- **Authentication, Customization, Security and Other Functional Cookies.** Cookies help us verify your Account and device and determine when you're logged in, so we can make it easier for you to access the Services and provide the appropriate experiences and features. We also use cookies to help prevent fraudulent use of login credentials and to remember choices you've made on the Services, such as your language preference.
- **Performance And Analytics.** Cookies help us analyze how the Services are being accessed and used, and enable us to track performance of the Services. For example, we use cookies to determine if you viewed a page or opened an email. This helps us provide you with information that you find interesting.
- **Third Parties.** Third Party Services may use cookies to help you sign into their services from our Services. Any such third party cookie usage is governed by the policy of the third party placing the cookie.

- Squarespace Ads. We partner with third party publishers, advertising networks and service providers to manage our ads on other sites. Our third party partners may set cookies on your device or browser to gather information about your activities on the Services and other sites you visit, in order to provide you with Squarespace ads. For example, if you visit Squarespace and also use a social media platform, you may see a Squarespace ad in your social media newsfeed or timeline.
- Opting Out. You can set your browser to not accept cookies, but this may limit your ability to use the Services. We currently don't respond to DNT:1 signals from browsers visiting our Services. You can also opt out of receiving interest-based ads from certain ad networks [here](#) (or if located in the European Union, [here](#)).

Device Identifiers. We use device identifiers on Squarespace web and mobile applications to track, analyze and improve the performance of the Services and our ads.

Third Party Tags. We use and manage third party tags on the website and associated domains of www.squarespace.com and on Squarespace web and mobile applications. Third party tags may take the form of pixels or tracking snippets. We use pixels to learn how you interact with our site pages and emails, and this information helps us and our ad partners provide you with a more tailored experience. We use tracking snippets to capture data from your browser, make requests to a third party partner or set cookies on your device to store data. For example, if you see a Squarespace ad on a social media platform and choose to use Squarespace, we may use a tag to reduce the number of Squarespace ads you see on that platform. We use [Google Tag Manager](#) to manage our third party tag usage. This may cause other tags to be activated which may, for their part, collect data and set cookies under certain circumstances. Google Tag Manager does not store this data.

## **AGE of CONSENT**

By using this site, you represent that you are at least the age of majority/consent or that you have given consent to allow any of your minor dependents to use this site

## **CHANGES TO THIS PRIVACY POLICY**

We reserve the right to modify this privacy policy at any time, so please review it frequently.

Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if

any, we use and/or disclose it. If our store is acquired or merged with another company, your information may be transferred to the new owners so that they/we continue to sell products to you

## **QUESTIONS & CONTACT INFORMATION**

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at [info@supernaturalskincare.com.au](mailto:info@supernaturalskincare.com.au)

## **TERMS of SERVICE**

### **ONLINE STORE TERMS**

You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

### **GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by **SuperNatural Skincare (SuperNaturalSkincare.com.au)** . The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **ACCURACY, COMPLETENESS & TIMELINESS of INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied

upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **MODIFICATION TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### **PRODUCTS or SERVICES (If Applicable)**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. We have made every effort to display as accurately as possible the colours and images of our products. We cannot guarantee that your computer monitor's display of any colour will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of **SuperNatural Skincare**. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### **ACCURACY of BILLING & ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made at our online store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. For more detail, please review our Returns Policy.

#### **OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

#### **THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or

any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### **USER COMMENTS, FEEDBACK & OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

### **PERSONAL INFORMATION**

Your submission of personal information through the online store is governed by our Privacy Policy.

### **ERRORS, INACCURACIES & OMISSIONS**



Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated

#### **PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any International, Commonwealth of Australia or State regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses

#### **DISCLAIMER of WARRANTIES; LIMITATION of LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall SuperNatural Skincare our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless SuperNatural Skincare and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of NSW, Australia. Mail to:  
SuperNatural Skincare, PO Box 69 Bulahdelah 2423

## **CHANGES to TERMS of SERVICE**

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our

website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

**CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [info@supernaturalskincare.com.au](mailto:info@supernaturalskincare.com.au)