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# ME + MY TRIBE

A.B.N. 48 060 782 381

## TERMS AND CONDITIONS

These Terms and Conditions of Use govern your use of this website and your use of this website indicates your acceptance of these Terms and Conditions.

Me & My Tribe may from time to time amend, update or change this website including these Terms and Conditions without prior notice.

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Please refer to the Privacy Policy and Use of Website, which form part of these Terms and Conditions of Use, to understand our practices.

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## **YOUR MEMBERSHIP ACCOUNT**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. Me & My Tribe and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

## **DISCLAIMER**

Your use of the material contained on this website is at your sole risk. Any information and data is provided on an as is basis and excludes any warranties which may be excluded by law. Me & My Tribe reserves to itself the right to change any of the material on this website at any time.

## **LIMITATION OF LIABILITY**

To the extent permitted by law, Me & My Tribe liability in relation to any product or service purchased as a consequence of your use of this website is limited to the lesser of: (a) the replacement of any product purchased; and (b) the purchase price paid by you to Me & My Tribe for the product or service. To the extent permitted by law we will not be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or use of, or inability to use this website and the content, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage. If a jurisdiction does not allow the exclusion or limitation of liability in accordance with this paragraph but allows a limitation of a certain maximum extent then our liability is limited to that extent.

## **GOVERNING LAW**

The laws of the State of New South Wales and the Commonwealth of Australia govern this website. This website may be accessed throughout Australia and overseas. Me & My Tribe makes no representations or warranties that the content of this website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this website from outside Australia, you do so on your own responsibility and are responsible for ensuring compliance with all laws in the place where you are located.

## **ELECTRONIC COMMUNICATIONS**

When you visit Me & My Tribe's website or send an email directly to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or posting notices on this site. You agree that all your agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **REFUND POLICY**

Me & My Tribe will repair, replace or refund you if the goods or services you purchased had a major problem. Under the guide of the Australian Competition and Consumer Commission (ACCC) you can ask for your preference of a free repair, replacement or refund, but you are not always entitled to one. For example, the consumer guarantees do not apply if you got what you asked for but simply did not like the purchase, changed your mind, found it cheaper somewhere else, or had no use for it. However, if there is a major problem as defined by ACCC - <https://www.accc.gov.au/consumers/consumer-rights-guarantees/repair-replace-refund>, then Me & My Tribe guarantees due diligence in investigating the problem and rectifying it with a repair, replacement or refund if it is found to have a major problem as per the guidelines of the ACCC.

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## **DELIVERY POLICY**

Me & My Tribe takes great care with delivering your orders. Please ensure the address you have supplied is correct, as redelivery will incur a fee. We are unable to accept responsibility for non-delivery if you have supplied the incorrect address. Estimated time of delivery and pickup can be seen when placing an order, along with suburbs available for delivery. No delivery is available outside of these boundaries for online ordering. Online store ordering and delivery is subject to the store trading hours that may change from time to time. This takes into account the time to process an order.

All items purchased from Me & My Tribe are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## **QUESTIONS**

Questions regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our support staff by clicking on the "Contact Us" link in the side menu. Or you can email us at: **[orders@meandmytribe.com.au](mailto:orders@meandmytribe.com.au)**

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