

## Terms and Conditions

This website is owned and operated by Geodegirl Art. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors hand-crafted art and homewares. Items are handmade and therefore may have tiny imperfections that you wouldn't find in mass produced factory products.

By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms. Terms effective 1<sup>st</sup> May 2019.

In order to use our website and/or receive our services, you must be at least 18 of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur.

Our policy lasts 30 days. If 30 days have gone by since your purchase, unfortunately we can't offer you a refund or exchange.

To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging.

To complete your return, we require a receipt or proof of purchase.

There are certain situations where only partial refunds are granted: (if applicable)

- \* Any item not in its original condition, is damaged or missing parts for reasons not due to our error.
- \* Any item that is returned more than 30 days after delivery

## Refunds (if applicable)

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.

If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.

Late or missing refunds (if applicable)

If you haven't received a refund yet, first check your bank account again.

Then contact your credit card company, it may take some time before your refund is officially posted.

Next contact your bank. There is often some processing time before a refund is posted.

If you've done all of this and you still have not received your refund yet, please contact us at team @geodegirlart.com.

## Sale items (if applicable)

Only regular priced items may be refunded, unfortunately sale items cannot be refunded.

# Exchanges (if applicable)

We only replace items if they are defective or damaged. If you need to exchange it for the same item, send us an email at team@geodegirlart.com and send your item to the advised postal address.

#### Gifts

If the item was marked as a gift when purchased and shipped directly to you, you'll receive a gift credit for the value of your return. Once the returned item is received, a gift certificate will be mailed to you.

If the item wasn't marked as a gift when purchased, or the gift giver had the order shipped to themselves to give to you later, we will send a refund to the gift giver and he will find out about your return.

## Shipping

To return your product, you should email team@geodegirlart.com for the return postal address.

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

If you are shipping an item over £50, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property

Rights related thereto, are the exclusive property of Geodegirl Art. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You agree to indemnify and hold Geodegirl Art harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

To the maximum extent permitted by applicable law, in no event shall Geodegirl Art, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Geodegirl Art assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time by emailing <a href="mailto:team@geodegirlart.com">team@geodegirlart.com</a>

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Great Britain without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Great Britain. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

For any customer support questions please email <u>team@geodegirlart.com</u>