# Terms & conditions

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### Acceptance

By using or accessing this website, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions ('Terms of Use'). If you do not agree to the Terms of Use, please do not use this website. By using this website you are bound by these Terms of Uses which form a legally binding contract between you and T Life.

You agree that, in the event that any part of these Terms of Use is found to be unenforceable, the remainder of these Terms of Use remain in full force and effect.

#### **Revisions**

# Ownership, copyright and trade marks

T Life may revise or amend these Terms of Use at any time at our absolute discretion by posting revised terms. Any revisions will be effective immediately. By continuing to use this site after any revision becomes effective, you agree to be bound by the revised Terms of Use.

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websites. T Life provides such information and hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the linked website by T Life.

#### Use of this website

You acknowledge and agree that the content contained within this website is only intended for your own personal, non-commercial use as a shopping resource and you may only download, print or use content for this purpose.

You may only use this website for lawful purposes and will not use it in a way that:

- violates or infringes the rights of others (including their privacy and intellectual property rights)
- is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person
- encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law; restricts or inhibits any other user from using the site
- affects the functionality or operation of the site or its servers or the functionality or operation of any user's computer systems (e.g. by transmitting a computer virus or other harmful component, whether or not knowingly) or
- breaches any standards, content requirements or codes promulgated by any relevant authority, including authorities that require T Life to take remedial action under any applicable industry code.

# Buying products online

Any order placed by you in the manner described on this website is an offer by you to purchase a particular product or service for the price (including the delivery and other charges) specified on this site at the time you place your order.

You acknowledge that, by placing your order, you are agreeing to pay for and accept delivery of the goods ordered unless you ask us to cancel that order, and we send you written confirmation of the cancellation prior to the goods being dispatched to you, subject to your compliance with any product-specific limitations shown on this website.

T Life may change the prices published on this website at any time. Prices of products placed in the 'cart' but not paid for are also subject to change and you agree to pay the price current at the time of payment.

We may require additional verification or information before accepting any order.

We reserve the right to accept or reject an order for any reason due to unavailability of product; an error in the price, image or the product description; or error in your order. We only accept orders delivered to mainland Australia.

### Accuracy

When placing information onto our website, we will take reasonable care in ensuring that all details, prices, product images and descriptions displayed are correct at the time. While every effort has been made to ensure the accuracy of prices, images and information displayed on

this site, T Life is not responsible for any error and reserves the right to accept or reject your offer for any reason, including without limitation, the unavailability of any product, an error in the price, image or the product description posted on this Online content, or an error in your order. We cannot guarantee that the product images are an exact representation of the actual products.

#### Correction of errors

Content on this website could contain typographical errors, inaccuracies or oversights relating to a product description, product image, price, promotion, special offer or availability. We reserve the right to amend any typographical errors, inaccuracies or oversights and to correct or update content or cancel orders at any time without prior notice. Please note that this also applies to orders that have been submitted.

### **Product availability**

We will use our best endeavours to ensure products ordered are available for delivery, and in most cases will notify you where a product is unavailable prior to you completing your order. In some cases this is not possible and we may need to reject an order you have placed for a product where we establish that it is unavailable for delivery. In such cases, we will refund in full all amounts you have in respect of such unavailable product. We cannot provide rainchecks for products ordered online, and reserve the right to limit the sale of products to reasonable or normal household quantities.

#### **Prices**

### **Payment**

T Life may vary the prices on this website at any time, and prices are subject to change until you have paid for the products in full. Product availability and product prices may vary between T Life retail stores and those found on this website. All prices are inclusive of GST.

You must pay for your products purchased on this website at the time of placing an order. To pay for products, you will be transferred to an external site operated by either Stripe for Visa and MasterCard for payments. You agree that Stripe is responsible for processing and the security of your payment, and you hereby release T Life from any liability in relation to such payment. Please refer to Stripe terms of use for conditions applying to payment processing services.

## **Delivery**

#### **Delivery Coverage**

T Life uses Australia Post for the fulfillment of our phone and online orders. We only deliver to addresses that receive postal service from Australia Post within Australia.

Delivery Schedule & Stock

Provided that items in your order are in-stock and payment has been cleared, you will receive your order within 5-10 working days. In the situation where a phone order product is not in stock, our team will arrange the stock and in this event, delivery may be greater than 10 work days.

Online orders are sold on a strictly limited stock basis. Receiving your order

All orders must be signed for, so please ensure there is someone available at the appointed delivery address. If there is no one available to sign off the delivery, Australia Post will leave a note for your parcel to be picked up from your local Australia Post office.

Alternate delivery addresses

You have the option to send your items to a different delivery address as your billing address. For example, if you're not available to collect your order at home, we can send your order to a nominated work address instead. However, for your protection, we require that the billing address be the same address as the address that is registered with your credit card.

#### Title and risk

### **Returns policy**

Tea Life will accept returns in accordance with Australian law. Returns are also accepted with prior approval from T Life where a return authority number will be issued and must be with 30 days of invoice. The item must be unused and the packaging in new condition.

# Information obtained from you

Title to the goods purchased from T Life online does not pass from T Life to you until we have received payment in full for the goods. All risk in the goods passes to you upon delivery to your address.

You grant T Life an irrevocable, non-exclusive licence to use any material, information and ideas that you transmit to this site or otherwise provide to T Life from the time you authorise it to be sent. You agree that we can use and adapt any ideas, concepts, techniques, words,

images or other content contained in these transmissions for any purpose and without restriction or compensation.

### Security

### **Indemnity**

T Life cannot guarantee any data or program available for download on this website (or any linked website) is free of viruses or other spyware, and you agree that you assume the risk of any damage to your computer as a result of using this website.

You agree to indemnify and will keep T Life indemnified against any claim, demand, injury, damage, loss, expense, cost or liability (whether direct or indirect) made against or suffered by T Life in connection with your use of this site, your breach of these Terms of Use or your breach of any rights of third parties.

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#### **Termination**

Your ability to purchase goods from T Life Online may be terminated by T Life at any time without notice. All restrictions, licences granted by you and limitations of T Life' liability will survive termination.