

TERMS & CONDITIONS

CONSENT

Please read these terms and conditions carefully before ordering any products from our website. You should understand that by ordering any of our products, you agree to be bound by these terms and conditions.

This website is operated by Lilith & Luna. Throughout the site, the terms “we”, “us” and “our” refer to Lilith & Luna. We offer this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting Lilith & Luna, you accept and consent to these Terms and Conditions and our Privacy Policy. These Terms and Conditions and the Privacy Policy may change from time to time without notice. Lilith & Luna recommends you check back regularly to review any potential changes.

GOVERNING LAW

These Terms and Conditions are governed by the laws in force in New South Wales, Australia and you irreversibly and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts that may hear appeals from those courts.

ELIGIBILITY

You must not use this site if you are under the age of 18 without the consent of your parent or guardian who must read and agree to Lilith & Luna’s Privacy Policy and Terms and Conditions. Lilith & Luna accepts no responsibility or liability from your use of this web site and you will indemnify and hold Lilith & Luna harmless from and against any claims, damages, costs and expenses as a result.

RESULTS

You acknowledge and agree that Lilith & Luna have not made any guarantees about the results of taking any action. Regardless of whether a product or service is recommended, we absolutely do not make any guarantees as to the results. You understand and agree that what works for one person might not work for another person.

GENERAL INFORMATION & ADVICE ON WEBSITE

We are not responsible if information made available on this site is inaccurate, 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 more timely sources of information. Any reliance on the material on this site is at your own risk. Our website cannot and does not contain any legal, medical, tax, financial, health, or any other professional advice. Please do not take any information on our website as a substitute for professional advice. Before taking action based on any such information, we encourage you to consult with the appropriate professionals.

Lilith & Luna is not be liable to you for any damages whatsoever. These damages include, but without limitation, special, indirect, consequential or incidental damages, and including, but without limitation, damages resulting from use of or reliance on the materials or information presented on this website. As well as loss of profits or revenues, business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, even if Lilith & Luna is expressly advised of the possibility of such loss or damages.

REACTIONS

The Seller is not liable for any individual reaction to any particular ingredient. Please remember to read our labels and ingredient lists carefully and follow the appropriate directions for use. If you have a specific allergy or sensitivity, do not use ingredients that may trigger a reaction. An allergy patch test is recommended if there is any doubt or history of skin reactions. Discontinue use if a reaction occurs.

PRODUCT DESCRIPTION

Lilith & Luna 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, mobile phone or the natural variations in hand made products and materials display of any colour will be accurate.

COMMENTS AND FEEDBACK

If you send certain submissions, such as 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 to maintain any comments in confidence, to pay compensation for any comments or to respond to any comments.

Lilith & Luna may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, 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 defamatory 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.

ORDERS

The advertisement and display of a product on our website is not an offer to sell and we will be under no obligation to supply any product ordered through this website. You offer to purchase a product from Lilith & Luna when you place an order. We will be under no obligation to supply the product to you until we accept your order. From time to time a product may be displayed on our website that is not available for sale. These products have limited quantities.

All orders are subject to our acceptance. Any order under these Terms and Conditions must be placed via the forms provided on this web site and must specify all information requested. You must complete all information requested on the order form before we process the order. We will send you an email acknowledging the products ordered as soon as possible after you have placed an order. However, our acknowledgement of your order by email will not constitute an acceptance of the order. An Order for Products will only be binding on us when we accept the order by a separate email once your payment has cleared.

We may not accept your order if an item you have ordered is out of stock, we are unable to obtain authorisation for your payment, we suspect fraudulent activity or violation of these Terms and Conditions (including our Privacy Policy) or if we identify a product or pricing error. If we are unable to fulfil your order following our order acknowledgement, we will contact you by email or telephone

advising you of this. If any of our items are out of stock or an issue may arise, we will contact you as soon as possible. We value transparency at Lilith & Luna.

ORDER CANCELLATIONS & CHANGES

You, the buyer may cancel an order within 24 hours of placing the order. The buyer may not cancel any accepted orders unless Lilith & Luna agrees to the cancellation.

If you decide to change the delivery address details and/or delivery instructions, these changes must be communicated to Lilith & Luna at info@lilithandluna.com within 24 hours of the order being placed on our website.

Lilith and Luna will not be liable for any deliveries made to an incorrect address nominated by you, the buyer. If we, the seller, incur an expense due to incorrect payment information, or incorrect shipping information provided by you, we then reserve the right to seek reimbursement for such expense.

PAYMENT

ALL PRICES AND CHARGES AS LISTED ON THE SITE ARE DISPLAYED AND CHARGED IN AUSTRALIAN DOLLARS (AUD). Unless expressly stated to the contrary, all payments must be made in the currency specified in the Price on the Website for your transaction.

Lilith & Luna accepts payment for by credit card or PayPal. We will not be responsible for any loss or damage (whether direct or indirect) suffered by the Buyer if the Buyer's PayPal or credit card is fraudulently used or used in an unauthorised manner by a third party.

All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses or does not, for any reason, authorise payment to us, whether in advance or subsequent to a payment, we will not be liable for any delay or non-delivery. Your CCV or sometimes called CVC number (Credit Card Verification number) is requested during your payment processing application form online as this number is only found on the physical card, not any receipts or imprints from manual 'click clack' machines. Although this doesn't guarantee the card has not been stolen it does assure us that the person placing the order has the card with them at the time of the order and is an additional security feature required for your safety.

Lilith & Luna will deliver the products to you once the payment has cleared into the specified bank account we hold. Lilith & Luna reserves the right to decline any payment that is believed to be fraudulent and exercise its lawful remedies if a dispute arises over payment through your credit card provider. If your credit card provider rejects a payment when due, Lilith & Luna, at its discretion may delay or cancel delivery of any order you have placed.

TITLE TO GOODS

We will retain the legal ownership of the goods until full payment has been made by you and such payment has been received by us. Legal ownership of the goods will immediately revert to us if we refund any such payment to you.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

PRICING

Prices for our products are subject to change without notice. The price you, the buyer, has paid will be the price of the product at the time your order is submitted. The Prices are subject to change at any time. We may update or vary the price from time to time without notice to the buyer. Any changes will be effective once they are published on the Website.

We will not be responsible for errors in pricing that appear on this website. We will notify you in the event of a pricing error on the web site before an order is delivered, and you will have the opportunity to cancel your order in accordance with these Terms and Conditions.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

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GENERAL CONDITIONS

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction.

You are not permitted to purchase any items for resale to a third party or for trade purposes. If you have a concern with the quantity of item/s you've ordered, then we will contact you when the you've placed the order or within a reasonable time after you've submitted your order.

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 us.

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms and Conditions will result in an immediate termination of your Services.

You must ensure that your access to this web site is not illegal or prohibited by laws, which apply to you.

DISPUTES

If a dispute arises under these Terms and Conditions, neither of you and us may bring court action against the other (other than proceedings seeking urgent interlocutory relief) without first attempting to resolve the dispute by negotiation for a period of at least 14 days.

Any questions about our Terms & Conditions should be sent to us at info@lilithandluna.com

