

Sainted Sisters Online Terms

Thanks for visiting our website [Sainted Sisters.com](http://SaintedSisters.com) (**Website**). Throughout these Terms of Use (**Terms**), the terms "Sainted Sisters", "we", "us" and "our" refer to us, Anderson Brockhurst Enterprises Pty Ltd ACN 612 233 020 trading as **Sainted Sisters**. "you" refers to the customer accessing the Website.

By visiting or using the Website, you agree to be bound by the following Terms. The Terms include our Returns Policy and other terms and conditions that relate to your shopping experience on the Website.

Sainted Sisters may change these Terms at any time and will post the changes on this Website. By continuing to use the Website and to purchase Sainted Sisters goods, you accept the Terms as they apply and are varied from time to time.

1. Purpose and Application

- 1.1. These Terms apply to, and are expressly incorporated into, any order for the supply of goods by Sainted Sisters to you using the Website.
- 1.2. Nothing in these Terms is intended to exclude, restrict or modify rights which you may have under the ACL or any other Law. If any provision of these Terms is invalid under the ACL or any other Law, that provision is enforceable to the extent that it is not invalid, & if it is not possible to give that provision any effect at all, then it is to be severed from these Terms and the remainder of these Terms will continue to have full force & effect.

2. Your Account

- 2.1. Access and use of certain parts of the Website will require you to register your details and create an account on the Website.
- 2.2. When setting up and registering your account you must provide accurate, complete and up-to-date information as requested. It is your responsibility to inform us of any changes to that information. Please keep any user name and password created by you confidential.
- 2.3. You may only create one profile using only your own personal information. You must not create multiple member profiles for the Website.
- 2.4. All personal information you provide to us will be treated in accordance with our Privacy Policy.
- 2.5. You may terminate your account for any reason by providing written notice to us. This can be done by emailing hello@SaintedSisters.com
- 2.6. We reserve the right to do any or all of the following in relation to your account:
 - 2.6.1. suspend your account;
 - 2.6.2. cancel your account for any reason by providing notice to you by email; and
 - 2.6.3. cancel your account immediately without notice to you if you have committed a breach of the Terms.
- 2.7. If you choose to stay signed into your account on a device including a mobile or tablet device, anyone that has access to your device could have access to your account. We recommend that you protect your device with a password or passcode and if it is lost or stolen, you should use software or remotely clear away all personal information from your device and then change the password for your Sainted Sisters account.

3. Terms of Sale

- 3.1. When you order goods from our Website you are offering to purchase those goods from us on the terms outlined in these Terms. All orders are subject to availability.
- 3.2. Sainted Sisters reserves the right to accept or cancel your order for any reason at any time including due to unavailability of a product, an error in the price, image or the product description or error in your order. If we discover:
 - 3.2.1. an error in the price of any goods which you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling your order;
 - 3.2.2. if a good is unavailable, we will do our best to notify you where a product is unavailable prior to you completing your order, and where this is not possible, we may need to cancel your order.
- 3.3. If we are unable to contact you in relation to an error in your order, we will treat the order as cancelled.

- 3.4. If Sainted Sisters cancels your order due to circumstances in paragraph 3.2, you will receive a full refund.
- 3.5. Subject to clause 5.1 prices are exclusive of all other charges, including delivery charges, to the extent that they are expressly included in the Price.
- 3.6. Sainted Sisters may vary the prices on this Website at any time, and prices are subject to change until you have paid for the goods in full. Availability of goods and prices may vary between those on this Website and those available from our Retail Store Partners including for promotional purposes.
- 3.7. We may, from time to time, offer promotional discounts & special offers by providing you with a Promotional Code.
- 3.8. You may redeem a discount or offer by entering the Promotional Code in designated section in the Website. The promotion or discount will then be deducted from the Price of the Goods.
- 3.9. A Promotional Code is valid for one use, unless otherwise specified, & must be used prior to its expiry date.
- 3.10. The Customer acknowledges and accepts that the Promotional Code must be entered at the time an Order for the Goods is placed. Sainted Sisters will not apply a Promotional Code to an Order after it has been placed.
- 3.11. When you place an order with us, you agree that the financial information and delivery information you provide to us is true, correct and accurate, that you are authorised to make the payment to place your order and that you have sufficient funds to cover the cost of the purchase of the goods.
- 3.12. Once an order is completed and payment is made, Sainted Sisters will confirm the details of your order. This confirmation will constitute acceptance of your offer to purchase the goods upon the receipt of payment. Upon receipt of payment, the contract between Sainted Sisters and you will commence.
- 3.13. Sainted Sisters will take all reasonable steps to ensure that all details, descriptions, product images and prices displayed on the Website are accurate, however errors sometimes may occur. While we have made every attempt to show textures, appearances and colours of our products as accurately as possible, what you see will vary depending on your monitor and computer equipment. We cannot guarantee that the product images are an exact representation of the actual products. If you're unhappy with your purchase, please review our Returns Policy.
- 3.14. You can cancel your online order by contacting us and provided that it has not been dispatched. We will attempt to cancel your order without delay however occasionally it may not be possible to stop an order from being dispatched. If your order has been dispatched please refer to our Returns Policy.

4. International Customs Charges

You are responsible for the payment of any additional charges which may be incurred as a result of shipping the product outside of Australia. Additional charges include any duties, taxes or customs charges applied to the importation of the goods and other such fees which may be incurred as a result of international shipping.

5. Processing of payments

- 5.1. All orders are calculated in Australian Dollars (AUD) and are inclusive of GST. You must pay for your goods purchased on this Website at the time of placing an order.
- 5.2. Our payment methods are specified on the Website. We accept PayPal and major credit cards including MasterCard, and Visa as payment for all online purchases on the Website.
- 5.3. By paying by credit card, you authorise Sainted Sisters to debit your nominated card an amount equivalent to the price.
- 5.4. You acknowledge and agree that a payment in respect of goods ordered will be cleared by Sainted Sisters before the goods are dispatched. If payment cannot be processed, your order will be cancelled.
- 5.5. We will always act to protect the details of your payment and purchase however in the absence of negligence, Sainted Sisters will not be responsible for any loss or damage that you may suffer if a third party acquires unauthorised access to data that you have provided to us when ordering from our Website.
- 5.6. Our servers will help secure your personal information with up-to-date firewalls and encryption techniques during the ordering and purchase process. A padlock or key will also be visible in the bottom of your web browser.

6. Delivery

- 6.1. Sainted Sisters wants you to start enjoying your garments as soon as possible. We will endeavour to process and deliver your order quickly but allow between 7 days from our confirmation to receive your goods. This allows for variation in processing and delivery times for your purchase.
- 6.2. We may need to contact you to verify details of your order before dispatch so please make sure your contract details are current.
- 6.3. We have flat fees for standard delivery within Australia. A standard flat rate fee per delivery and re-delivery will apply. The delivery fee is non-refundable unless the goods fail to comply with the consumer guarantee provisions of the Australian Consumer Law. If you require your goods to be delivered via express delivery or to an overseas address, further delivery fees may apply.
- 6.4. If a parcel requires a signature upon delivery and there's no authorised person at the delivery address to sign for the parcel, then the delivery driver will leave a card and the parcel will be returned to the nearest Australia Post office for you to collect.
- 6.5. We will make every attempt to deliver goods within the estimated timeframe however please beware that delays may occur due to unforeseen circumstances or factors that are beyond our control.
- 6.6. Unless such liability cannot be excluded by virtue of the ACL or any other law, Sainted Sisters will not be liable in any circumstances for any loss (including Consequential Loss) or damage to any person arising from the failure to supply as a result of:
 - 6.6.1. you providing an incorrect delivery address; or
 - 6.6.2. the goods being left at a delivery address that is unattended at the time of delivery where you have authorised delivery in such circumstances.
- 6.7. For the avoidance of doubt, Sainted Sisters is not responsible to you for any loss or damage to the goods in transit caused by any event of any kind or by any person (whether or not we are legally responsible for the actions of that person).

7. Returns and Refunds

- 7.1. Sainted Sisters may accept the return of goods you have purchased from us where the goods are faulty, or you have changed your mind as outlined our Returns Policy which can be found at our website or a hardcopy can be provided on request.
- 7.2. Due to health regulations, we are unable to exchange or refund any underwear unless the goods are not of a standard that meets the guarantees provided under the ACL.
- 7.3. Our goods come with guarantees that cannot be excluded under the ACL. You may be entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You also may be entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

8. Use of the Website

- 8.1. You may only use the Website for lawful purposes and your personal viewing and purchasing needs. We aim to give you a user friendly and accessible Website so that you can help us achieve our mission. However, by using this Website you acknowledge and agree that you must not use the Website in any way that is against the law or that would violate the rights of any person including causing harm to the availability or accessibility of the Website.
- 8.2. You must not disrupt the operation of the Website, gain unauthorised access to the Website or Content or misuse the Website or Content in any way including using malicious or technology harmful methods. In the event that Sainted Sisters discovers any such misuse, we will (in our discretion) report any such breach to law enforcement authorities, including disclosing your identity to them.
- 8.3. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without our express written consent.
- 8.4. Sainted Sisters will not be liable for loss or damage caused by a deliberate attack to disrupt, misuse, clog and prevent other users from accessing and using the Website, viruses and any other technological attack that may affect your equipment, or other property due to the use of the Website or downloading any material posted to it or on any other website linked to it.
- 8.5. We reserve the right to change or discontinue any feature or service on the Website at any time.

9. Intellectual Property

- 9.1. Unless otherwise stated, all content, images, software and designs on the Website (**Content**) is owned by Sainted Sisters or used under licence. Subject to this paragraph 9, all intellectual property rights subsisting in the Content are reserved.
- 9.2. You may only access and use the Content for your personal use, unless you have our written approval. You may view, download (for caching purposes) and print out any Content for your personal use. All other use, copying or reproduction of the Website or Content is prohibited (except as permitted by relevant copyright laws).
- 9.3. You may not publish, manipulate, distribute or otherwise reproduce, in any format, any of Content or copy Content supplied to you or which appears on this Website nor may you use any Content in connection with any business or commercial enterprise. If you seek to reproduce or use the Content in any way, it is your responsibility to obtain our approval first.
- 9.4. Sainted Sisters has all rights, title and interest to the trade mark Sainted Sisters and SaintedSisters.com and SaintedSisters.com.au. The Website may also contain other trademarks, logos and trade names owned by Sainted Sisters which may be registered or otherwise protected by law. You must not use any trademarks, logos or trade names which are used on the Website.
- 9.5. You must not attempt to reverse engineer, modify, copy, transfer, sell, distribute or disassemble any of the software, data, code, information or Content made available or accessible to you via the Website.
- 9.6. We reserve all of our rights to enforce our intellectual property rights to the fullest extent of the law.
- 9.7. In this section, intellectual property rights all rights relating to copyright, neighbouring rights, trade marks, designs, inventions including patents, confidential information including trade secrets and know-how and any other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, whether registered or unregistered.

10. Third Party Content

Unless Sainted Sisters says otherwise, third party trademarks and images of third party goods, services and/or locations featured on this Website are in no way associated, linked or affiliated with Sainted Sisters and you should not rely on the existence of such a connection or affiliation. Any third party trademarks featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to on the Website, it is used solely to describe or identify the goods and services and is in no way an assertion that such goods or services are endorsed by or connected to SaintedSisters.com or Sainted Sisters.

11. Linking

- 11.1. Sainted Sisters welcomes links to this Website, provided that:
 - 11.1.1. links to this Website are fair and reasonable;
 - 11.1.2. you do not damage our reputation, or take advantage of it;
 - 11.1.3. links are not misleading in any way and are to websites owned only by you;
 - 11.1.4. you do not use the Sainted Sisters logo or trade mark to link to this Website without our express permission;
 - 11.1.5. you do not frame the Content or use any similar technology in relation to the Content; and
 - 11.1.6. on the request of Sainted Sisters you will promptly delete any links to the Website which are within your control.
- 11.2. The Website may contain links to third party websites that may be of interest to you. Please use these third party links at your discretion.
- 11.3. Sainted Sisters.com does not sponsor or endorse any external websites. We are not responsible for the content or reliability of any linked websites and cannot guarantee that these links will work all of the time or will not contain viruses.
- 11.4. Sainted Sisters.com does not accept any liability in relation to your content or your use of or interaction with third party websites (and associate content) or businesses, nor do we make any guarantee or promises regarding the content, products or services that they provide.

12. Privacy

- 12.1. We understand that privacy is important to you. We are committed to protecting your privacy by handling personal information securely and with care.
- 12.2. We comply with the Privacy Act 1988 (Vic) and are bound by the Australian Privacy Principles and Credit Reporting Privacy Code dealing with the collection, use and storage of Personal Information, Sensitive Information and Credit Related Information.
- 12.3. A copy of our Privacy Policy can be found at our website or a hardcopy can be provided on request.

13. Breach of Terms

If you breach these Terms or we believe you are or were acting in concert with any person who has done so, we may without prior notice:

- 13.1. block, suspend or limit your access to the Website; and/or
- 13.2. take legal action against you.

14. Security

- 14.1. While we take all due care in ensuring the privacy and integrity of the information you provide, the possibility exists that this information could be unlawfully observed by a third party while in transit over the internet, while stored on our electronic systems or on the Website and accordingly, you accept and acknowledge that we are not liable to you to the fullest extent permitted by law should this occur.
- 14.2. You accept and acknowledge that it is your responsibility to maintain the confidentiality of your password and login name registered to your account. Furthermore, you are responsible for any and all activities that occur on your account.
- 14.3. You agree to immediately notify us of any unauthorised use of your login name or any other breach of Website security known to you.

15. Limitation of Liability

- 15.1. You agree that you use the Website at your own risk.
- 15.2. Subject to these Terms, we accept no responsibility and exclude all conditions, warranties or representations express or implied whether arising by statute or otherwise relating to the use of this Website, our Content or the purchase of The Knicker goods. In particular, we provide no warranty that:
 - 15.2.1. the Website will be free of defects or bugs, or that your access will be uninterrupted, timely or error free;
 - 15.2.2. the Content is up to date, reliable or accurate; or
 - 15.2.3. the Website or goods provided by Sainted Sisters.com are suitable for your specific circumstances or purpose.
- 15.3. Nothing in these Terms excludes, restricts or modifies any right or remedy of any State or Federal legislation applicable to the sale of goods and/or services which cannot be excluded, restricted or modified. This may include the ACL.
- 15.4. Unless such liability cannot be excluded by virtue of the ACL or any other law, Sainted Sisters will not be liable in any circumstances for any loss (including Consequential Loss) or damage to any property or person whatsoever arising from the supply, or delay in supply, of the goods; or
- 15.5. If you are a consumer under the ACL and the ACL applies, our liability under the ACL is limited to replacement, repair or the cost of replacement or repair of the goods.
- 15.6. To the maximum extent permitted by law, Sainted Sisters is not liable for special, indirect, consequential, incidental or punitive damages or damages for loss of profits, revenue, goodwill, anticipated savings or loss or corruption of data.
- 15.7. If you are not a consumer under the ACL, to the full extent permitted by Law Sainted Sisters will not be liable in any circumstances for any loss or damage (including Consequential Loss) to you or any property or third party whatsoever arising out of or connected with these Terms, the provision of the goods or the delay in delivery or non-delivery of the goods; and
- 15.8. You agree indemnify us against any claims arising out of or connected with these Terms, the provision of the goods or the delay in delivery or non-delivery of the goods.

16. Indemnity

You agree to fully indemnify us for any loss (including consequential loss), damage, cost (including but not limited to legal fees) or expense, from any and all third-party claims, that we may suffer or incur as a result of or in connection with your use of, or access to or conduct in connection with the Website or our Content, including any breach by you of these Terms.

17. Complaints

If you have a complaint about Sainted Sisters.com, please contact our team:

- 17.1. Via email at, hello@SaintedSisters.com, or
- 17.2. Via post to Sainted Sisters.com 33-35 Stewart St, Richmond Victoria 3121,

In the event we are unable to resolve your complaint and you are not satisfied after following our complaints handling procedure, you can refer the matter to your state or territory consumer protection agency.

18. General Provisions

- 18.1. These Terms shall in all respects be governed by the laws of Victoria, Australia. You consent to the non-exclusive jurisdiction of the courts in Victoria to determine any matter or dispute which arises under these Terms.
- 18.2. If any provision of these Terms is deemed invalid or unenforceable, all or part of that provision will be severed from the Terms and will not affect the enforceability of the remaining provisions of the Terms.
- 18.3. These Terms constitute the entire agreement between The Knicker.com and you and supersede any and all agreements between you and The Knicker.com.
- 18.4. No waiver of any term of the Terms shall be deemed a further or continuing waiver of such term of any other term. Any failure to assert any right under the Terms shall not constitute a waiver of such right.

19. Interpretation

"**ACL**" means Australian Consumer Law;
"**Australian Privacy Principals, Credit Provider, Credit Reporting Body, Personal Information and Sensitive Information**" have the meaning prescribed to them in the Privacy Act 1988 (Cth);
"**Law**" any relevant federal, state or local statute, ordinance, rule, regulation or standard, and includes the ACL, as amended from time to time;
"**Privacy Policy**" means the policy set out at clause 12 of these Terms;
"**Promotional Code**" means a code given to you to access promotions and discounts through the Website;
"**Retail Store Partner**" means a third party retail store who is authorised to sell the goods
"**Returns Policy**" means the returns policy available at SaintedSisters.com.