

Terms and conditions of use

1. Site ownership

This web site is owned and operated by Cobolt Connection Pty Ltd ACN 104 410 139 (“we”, “us”, etc).

2. Terms apply to our web site

Use by any person (“you”, “your”, etc) of our web site (including for the purchase of goods or services) and the materials in it is subject to these terms and conditions.

3. Ordering procedure

You may offer to purchase goods described on our web site for the prices specified. We give no undertaking as to the availability of goods on our web site.

Your order must contain all information requested in the order page. We may accept or reject your order at our discretion. We are not required to give reasons for rejecting your offer.

You may not cancel an order once it has been submitted. We do not refund if you change your mind about a purchase.

Payment must be made in the manner described on our web site. Prices are [*exclusive/inclusive*] of goods and services tax. In all other respects, prices are exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of goods.

Delivery of the goods to you will be made in the manner described on our web site. Title in the goods does not pass to you until payment has been received. Risk of loss of, or damage to, the goods passes to you upon dispatch.

4. Cancellation due to error

You acknowledge that despite our reasonable precautions, products may be listed on our web site at an incorrect price or with incorrect information due to a typographical error or oversight. In these circumstances, we reserve the right (up until the delivery of goods to you) to cancel the transaction, even if your order has been confirmed and your credit card has been charged. If a cancellation of this nature occurs after your credit card has been charged, we will immediately issue a refund to your credit card account for the amount in question.

5. Trade marks

Some trade marks on our web site may be owned by third parties and are used by permission. We own all other trade marks that appear on our web site and are used in connection with goods and services offered by us, whether registered or unregistered. Unauthorised use of any trade mark is prohibited.

6. Copyright

Some content on our web site may be copyright to third parties and is used by permission.

We own copyright in the whole of the rest of our web site and the materials in it. You may not view, reproduce, adapt, distribute or otherwise use our web site or any materials in it except as these terms expressly permit.

7. Permitted use

You may view our web site in a web browser to learn about us and our products and to view the information we provide. You may save or print parts of our web site, as long as (a) you save or print complete pages (and not, for example, copies of graphics on their own); and (b) you only use those pages for your own use. If a part of our web site offers the facility to communicate with us, you may do so for the purpose indicated (e.g. to request further information).

8. Downloadable files

Our web site may invite you to download certain files (e.g. rituals or prayers in Acrobat format). You may do so, but you must not (a) display or print those files in part only (b) remove or obscure any copyright notice on them or (c) alter them in any other way. These terms apply to such files even after they have been downloaded. As far as these terms can sensibly apply to printed material, they apply to print outs of such files.

9. Linking to and from our web site

You may not create a link to any part of our web site from any other site without our prior written permission.

If our web site includes any links to other web sites, they are for convenience only. We do not endorse, approve, sponsor or adopt the contents of any linked web site. We make no representation that any material on a linked web site is true, accurate or suitable, or that linked sites are free from viruses or other harmful computer code. You use those web sites entirely at your own risk.

10. Currency of material and information

We endeavour to keep this web site up to date but we do not promise to do so. All information, including any prices, on our web site are indicative only and must not be relied on unless we otherwise confirm them directly to you. We may change our web site at any time, without notice. We may terminate or suspend access to all or any part of our web site at any time, without notice or liability to you.

11. Contracting with us

Nothing on our web site constitutes an offer or invitation to treat or a representation that any particular goods or services are or will be available. There will be no contract for the supply of goods or services unless you separately place an order using our approved ordering procedures, and we accept that order.

12. Limitation of liability

Our web site and the materials and information in it are provided as-is, and without any kind of express or implied warranty.

We make no express or implied representation or warranty about the accuracy, currency, completeness, merchantability or fitness for purpose of any materials or information in our web site, and disclaim all such representations and warranties. We make no warranty that the goods or services acquired from us over our web site will meet your requirements.

We make no express or implied representation or warranty that our web site is free from viruses, defects or errors. You are solely responsible for ensuring that your computer system can defend itself against any such things.

As far as the law permits, you release us and our servants and agents from any claim arising in any way from your viewing or use of our web site or any materials or information in it. We are not liable to you for any loss or damage arising out of your use or inability to use our web site. This limitation of liability extends to special, consequential, direct and indirect loss or damage and loss of income or profits, loss of information, business interruption and damage to property.

The law does not permit some liability to be excluded. In such cases, our liability is limited to the following:

- in the case of services we supply or offer — the supply by us of the services again; and
- in the case of goods we supply or offer – the replacement by us of the goods or the supply by us of equivalent goods or the repair by us of such goods – whichever we choose.

13. Applicable law

Our web site is operated from Victoria, Australia. Any legal action in relation to it must be taken in the courts of Victoria, Australia. Your use of our web site, and these terms, are subject to the laws of Victoria, Australia.

14. Foreign laws

Our web site may be viewed from jurisdictions other than Victoria, Australia. We do not represent that it complies with the laws of any other jurisdiction, nor do we represent that the details of goods and services offered on this our web site will satisfy the laws of any other jurisdiction.

If you view or use our web site from another jurisdiction, you are solely responsible for

- ensuring that your viewing and use are lawful in that jurisdiction, and
- determining whether the details of goods and services offered satisfy the laws in that jurisdiction (and if they do not, you must not order any goods or services from our web site).

15. Amendments to these terms

Amendments to these terms take effect as soon as we publish them on our web site. You are responsible for ensuring that you are aware of their current contents.

16. Personal information

Any information you provide us will only be used:

- for effecting and recording transactions,
- to respond to your request for information, and
- for our direct mailing activities.

If you ask us to take you off our direct mailing list, we will do so.