

**Xposed Xotics Website**  
**TERMS OF USE**

**1. INTRODUCTION**

- 1.1. Welcome to the website located at <https://xposedxotics.com> and any related URL (“Site”).
- 1.2. The Site is owned and operated by Deluxious Beauties Pty Ltd (“Deluxious”).
- 1.3. Please read these Terms of Use carefully. By accessing or using the Site you become a user of the Site (“User”).
- 1.4. As a User of the Site you agree that you have read and understood these Terms of Use and that you agree to be bound by these Terms of Use. These Terms of Use constitute a legally binding agreement between you and Deluxious (“Agreement”).
- 1.5. Deluxious reserves the right to alter, modify, add to or change in any way, any provision of these Terms of Use and may, in its absolute discretion, limit or expand the services available via the Site without giving prior notice to the Users. It is the User’s responsibility to check the Terms of Use each time they use the Site.

**2. PROPRIETARY RIGHTS IN THE SITE**

- 2.1. All materials on the Site including, but not limited to, underlying software, code, design, text, graphics, film, photographs, sound recordings, musical works, links and other files are owned by, controlled by, or licensed to, Deluxious (“Deluxious Materials”). All rights are reserved. The Deluxious Materials shall not be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part other than in accordance with these Terms of Use, without the prior written consent of Deluxious.
- 2.2. All trade marks, logos, trade dress and service marks on the Site are either common law Trade Marks or registered Trade Marks of Deluxious or third parties that have authorised such use and may not be copied, imitated, or used, in whole or in part other than in accordance with these Terms of Use, without the prior written consent of Deluxious.

**3. PAYMENTS**

- 3.1. A User may make payments for particular goods or services through the Site.
- 3.2. Payments via the Site may be made by using credit card or PayPal.
- 3.3. All PayPal payments are made in accordance with the PayPal terms and conditions and the User agrees to submit to such Terms and Conditions.
- 3.4. All purchases made via the Site shall be made in accordance with the Deluxious Returns and Exchanges Policy, as posted on the Site from time to time.

**4. PRIVACY**

- 4.1. Deluxious is committed to protecting its User’s privacy. All personal information shall be handled in accordance with our Privacy Policy. Please read the Privacy Policy carefully as it explains in general terms how Deluxious protects the privacy of your personal information.

**5. LINKS TO EXTERNAL SITES**

- 5.1. Through the Site the User is able to link to other third-party Sites which are not under the control of Deluxious. Deluxious has no control over the nature, content and availability of those external Sites.

The inclusion of any links on the Site does not imply a recommendation or endorsement of the goods and services, or opinions contained within such third-party Sites.

## **6. NO WARRANTIES**

- 6.1. The Site is provided on an "as is" basis and without representations or warranties of any kind to the User, whether express or implied, including without limitation as to the quality and/or fitness of the Site for a particular use, accessibility or warranties that access, or use of the Site will be uninterrupted or error-free, and that the Site and/or the User Comments will be secure or free of viruses or other harmful material or elements, or that any of the User Comments will be correct, accurate, timely or complete.
- 6.2. The Deluxious Materials may include technical inaccuracies or typographical or other types of errors. Deluxious has the right to make changes, modifications and updates to any Deluxious Materials contained on the Site in its sole discretion and without prior notice.

## **7. DISCLAIMER**

- 7.1. Deluxious is in no way responsible for:
  - (a) the conduct and behaviour of any User, whether on the Site or otherwise;
  - (b) any incorrect or inaccurate content on the Site; or
  - (c) the consequences of any malfunction of any equipment or programming associated with the operation of the Site.
- 7.2. Each User is solely responsible for all communications with other Users via the Site.
- 7.3. There may be times when the Site is temporarily unavailable to the User due to maintenance or due to any to other reason beyond the control of Deluxious. In the event that the Site is unavailable Deluxious is in no way responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, unauthorised access to, or alteration of User communications or contributions.
- 7.4. Under no circumstances will Deluxious be responsible for any loss or damage, including, but not limited to, personal injury or death resulting from the User's use of the Site, any User Material in connection with the Site, or any interactions between Users of the Site.

## **8. USER WARRANTIES**

- 8.1. THE USER WARRANTS THE FOLLOWING:
  - (a) THAT THEY ARE OVER THE AGE OF EIGHTEEN (18) YEARS OLD, OR IN THE EVENT THAT THEY ARE UNDER THE AGE OF EIGHTEEN (18) YEARS OLD THAT THEY HAVE THEIR PARENT/GUARDIAN'S CONSENT TO USE THE SITE;
  - (b) THAT DELUXIOUS SHALL NOT BE IN ANY WAY LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR LOSS OF MONEY, GOODWILL, REPUTATION OR DATA ARISING FROM THE USER'S USE OF THE SITE; AND
  - (c) THAT THE USER WILL NOT HOLD DELUXIOUS RESPONSIBLE FOR OTHER USERS' ACTS OR OMISSIONS, INCLUDING ANYTHING IN CONNECTION WITH USER COMMENTS. THE USER AGREES THAT DELUXIOUS HAS NO CONTROL OVER, AND DOES NOT GUARANTEE, AND DISCLAIMS ANY AND ALL LIABILITY FOR THE QUALITY OF THE COMMUNICATIONS, AND THE ACCURACY OF INFORMATION CONTAINED ON THE SITE.

## **9. INDEMNITY**

- 9.1. Each User indemnifies Deluxious, and holds its officers, directors, employees and licensors forever harmless from and against any and all claims, demands and damages (including but not limited to legal fees) made by a third party due to or arising from or related to the User's violation of these

Terms of Use, or the User's violation of any laws, regulations or third party rights, or otherwise in connection the User's conduct.

- 9.2. Should Deluxious in its sole discretion, determine that any User has breached these Terms of Use, then nothing herein shall prevent or in any way restrict its right to pursue any of its legal and/or other remedies, including, without limitation, court action.

## **10. ASSIGNMENT**

- 10.1. The User acknowledges that this Agreement is personal to it and cannot be assigned, transferred, sold or otherwise disposed of without the prior consent in writing of Deluxious. Deluxious reserves its right to assign the provisions of these this Agreement at any time.

## **11. GST**

- 11.1. All amounts payable under these Terms of Use are deemed to be exclusive of any applicable goods and services tax which shall be payable in addition to any other amount specified as payable under this Agreement (where applicable).

## **12. GOVERNING LAW AND JURISDICTION**

- 12.1. These Terms of Use and the access and use of the Site shall be governed by and construed in accordance with the laws of Victoria, Australia. By accessing and using the Site, the Users accepts that any dispute under these Terms of Use or arising out of access and/or use of the Site shall be subject to the exclusive jurisdiction of the Victorian Courts in Australia and by accessing and/or using the Site, Users hereby submit to the jurisdiction of such courts for such purposes.

- 12.2. Users are solely responsible for compliance with any applicable laws of the country from which they access this Site.

## **13. HOW TO CONTACT US**

- 13.1. If you have any queries relating to these Terms of Use please email [XposedXotics@deluxiousbeauties47.vpweb.com.au](mailto:XposedXotics@deluxiousbeauties47.vpweb.com.au)