

## Site Policy for: Dahut Creations by Waterwench© 1978 to Date

This website is owned and operated by Dahut Creations by Waterwench©. Throughout the site, the terms “we”, “us” and “our” refer to Dahut Creations by Waterwench©. Dahut Creations by Waterwench© offers this website, including all information 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 our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Use and Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms of Use and Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of use and Service carefully before accessing or using Dahut Creations by Waterwench© website. By accessing or using any part of the site, you agree to be bound by these Terms of Use and Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Use and Service are considered an offer, acceptance is expressly limited to these Terms of Use and Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Use and Service. You can review the most current version of the Terms of Use and Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/ or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Dahut Creations by Waterwench© online store is hosted on GoDaddy. GoDaddy provide Dahut Creations by Waterwench© with a secure online e-commerce platform with the highest industry strength protection that allows us to safely and securely sell products and services to you.

### SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Use and Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use Dahut Creations by Waterwench© products for any illegal or unauthorised purpose nor may you, in the use of the website or Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

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

### SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve;

1. transmissions over various networks;
2. changes to conform and adapt to technical requirements of connecting networks or devices.

**\*\*\*Credit card information is always industry encrypted during transfer over networks.**

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Dahut Creations by Waterwench© website, use of the Dahut Creations by Waterwench© website, or access to the website or any contact on the website through which the service is provided, without express written permission by Dahut Creations by Waterwench©.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

Every care is taken to provide correct sizing, weight and materials used for the creation and offer of sale of any artworks by Dahut Creations by Waterwench©. The information 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.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. Dahut Creations by Waterwench© reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## **SECTION 4 - MODIFICATIONS TO THE WEBSITE AND PRICES**

1. Prices for all products and services are subject to change without notice.
2. Dahut Creations by Waterwench© reserve the right at any time to modify or discontinue the Items or Service (or any part or content thereof) without notice at any time.
3. Dahut Creations by Waterwench© shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the items or Service.

## **SECTION 5 - PRODUCTS OR SERVICES**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

Every effort to display as accurately as possible the colours and images of all products that appear in the online store. A guarantee can not be given that your computer monitor's or device's display of any colour will be accurate.

Dahut Creations by Waterwench© reserve the right, but are not obligated, to limit the sales of all products or Services to any person, geographic region or jurisdiction. Dahut Creations by Waterwench© may exercise this right on a case-by-case basis. Dahut Creations reserve the right to limit the quantities of any products or services that are on offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of Dahut Creations by Waterwench©. Dahut Creations by Waterwench© reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

Dahut Creations by Waterwench© do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected. Every effort is taken to ensure the highest quality of all products created by hand.

## **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

Dahut Creations by Waterwench© reserve the right to refuse any order you place with Dahut Creations by Waterwench©. Dahut Creations by Waterwench© may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that Dahut Creations by Waterwench© make a change to or cancel an order, Dahut Creations by Waterwench© will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. Dahut Creations by Waterwench© reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at Dahut Creations by Waterwench© store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates so that Dahut Creations by Waterwench© can complete your transactions and contact you as needed. For more detail, please review the Returns Policy.

## **SECTION 7 - OPTIONAL TOOLS**

Dahut Creation© may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that Dahut Creations by Waterwench© provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. Dahut Creations by Waterwench© shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

Dahut Creations by Waterwench© may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available via Dahut Creations website may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with Dahut Creations. Dahut Creations are not responsible for examining or evaluating the content or accuracy and Dahut Creations by Waterwench© do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. Dahut Creations by Waterwench© are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at Dahut Creations by Waterwench© request, you send certain specific submissions (for example names, text, images etc) or without a request from us you send creative ideas, suggestions, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that Dahut Creations by Waterwench© 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

- (A) to maintain any comments in confidence;**
- (B) to pay compensation for any comments; or**
- (C) to respond to any comments.**

Dahut Creations by Waterwench© will, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use. 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 libellous 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. Dahut Creations© take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 10 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by Dahut Creations by Waterwench© Privacy Policy.

## **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on Dahut Creations by Waterwench© or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. Dahut Creations by Waterwench© reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the website or the Service or on any related website is

inaccurate at any time without prior notice (including after you have submitted your order). Dahut Creations by Waterwench© undertake no obligation to update, amend or clarify information on the website or the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information on the website or the Service or on any related website has been modified or updated.

## **SECTION 12 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- (h) to collect or track the personal information of others;
- (i) to spam, phish, pretext, spider, crawl, or scrape;
- (j) for any obscene or immoral purpose; or
- (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

Dahut Creations by Waterwench© reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

- A) Dahut Creations by Waterwench© do not guarantee, represent or warrant that your use of Dahut Creations by Waterwench© service will be uninterrupted, timely, secure or error-free.
- B) Dahut Creations by Waterwench© do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- C) You agree that from time to time Dahut Creations by Waterwench© may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- D) You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by Dahut Creations by Waterwench©) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Dahut Creations by Waterwench©, be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for

consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Dahut Creations by Waterwench©, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 15 - SEVER-ABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 16 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Use and Service are effective unless and until terminated by either you or Dahut Creations by Waterwench©. You may terminate these Terms of Service at any time by notifying Dahut Creations that you no longer wish to use the Services, or when you cease using Dahut Creations website. If in Dahut Creations by Waterwench© sole judgment you fail, or Dahut Creations by Waterwench© suspect that you have failed, to comply with any term or provision of these Terms of Service, Dahut Creations also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to Dahut Creations by Waterwench© website and or Services (or any part thereof).

## **SECTION 17 - ENTIRE AGREEMENT**

The failure of Dahut Creations by Waterwench© to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Use and Service and any policies or operating rules posted by Dahut Creations by Waterwench© on this site or in respect to The Service constitutes the entire agreement and understanding between you and Dahut Creations by Waterwench© and govern your use of the Dahut Creations website and or Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and Dahut Creations by Waterwench© (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **SECTION 18 - GOVERNING LAW**

These Terms of use and Service and any separate agreements whereby Dahut Creations provide you Services shall be governed by and construed in accordance with the laws of Australia.

Customers will only be charged once for shipping costs (this includes returns); No-restocking to be charged to the consumers for the return of the product.

## **SECTION 19 - CHANGES TO TERMS OF USE AND SERVICE**

You can review the most current version of the Terms of Use and Service at any time at this page. Dahut Creations by Waterwench© reserve the right, at Dahut Creations by Waterwench© sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to Dahut Creations by Waterwench© website. It is your responsibility to check Dahut Creations by Waterwench© website periodically for changes. Your continued use of or access to Dahut Creations by Waterwench© website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes. -

Last Updated: Thursday, 17 August 2023 DC©