

## **TERMS OF USE**

### **1. ACCEPTING THESE TERMS**

This document, our rules, policies and the other documents referenced make up our Terms of Use (“Terms”). The Terms are a legally binding contract between you and Tippi & Lu. This contract sets out your rights and responsibilities when you use our website. Please read them carefully.

### **2. CHANGES**

Tippi & Lu has the right, in our sole discretion, to modify or change the website and/or the products. We will notify you of such changes via our website or any other method we deem appropriate. Your continued use after any such modification or change is made constitutes your acceptance of such modification or change.

### **3. PRICE OF PRODUCTS AND DELIVERY CHARGES**

3.1 The prices of the Products will be as quoted once you place your order. We use our best efforts to ensure that the prices of Products are correct at the time you are ordering. However, if we discover an error in the price of Product(s) you ordered, we have a right to contact you and provide the correct price.

3.2 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

### **4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

4.1 For a contract to be formed, you need to place an order with us.

4.2 After you place an order, you will receive communication from us acknowledging that we have received and accepted your order. Please contact us as soon as possible if you need to make any changes.

### **5. SITE ACCESS**

You may not download (other than page caching) or modify the Site or any portion of it without our express, prior written consent. This includes: a prohibition on any resale or commercial use of the Site or its Content; any collection and use of any product listings, descriptions, or prices; any derivative use or making adaptations of the Site or its Content; any downloading or copying of account information for the benefit of another merchant; and any use of data mining, screen-scraping, robots, or similar data gathering and extraction tools. The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for

any commercial purpose without our express, prior written consent. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) without our express, prior written consent. You may not use any meta tags or any other “hidden text” utilizing our name or trademarks without our express, prior written consent.

## **6. ONLINE CONDUCT**

6.1 You agree to use the Site only for lawful purposes. You are prohibited from posting on or transmitting through the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic, or otherwise objectionable material of any kind, including but not limited to any material that is or that encourages fraudulent activity or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, federal, or international law. You agree not to harass, advocate harassment, or to engage in any conduct that is abusive to any person or entity. You are prohibited from sending or otherwise posting unauthorized commercial communications (such as spam) through the Site. If we are notified of or suspect allegedly infringing, defamatory, damaging, illegal, or offensive Content provided by you (e.g., through an author chat, online review, or participation in our Community tab), we may (but without any obligation) investigate the allegation and determine in our sole discretion whether to remove or request the removal of such Content from the Site. We may disclose any Content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate the Site; or (iii) to protect our rights or property, our users and customers and/or you.

6.2 Tippi & Lu reserves the right, but not the obligation, to prohibit conduct, communication, or Content that we deem in our sole discretion to be unlawful or harmful to you, the Site, Site users, our customers, our rights or any third party. We assume no liability for any action or inaction with respect to conduct, communication, or Content on the Site.

## **7. TERMINATION OF USAGE**

Tippi & Lu may terminate your access or suspend your right to access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law, is in breach of these Terms or is harmful to the interests of other users, Associates, or us. In addition, we reserve the right to refuse an order from any customer in our sole discretion.

## **8. USAGE BY MINORS**

8.1 This Site is not intended for or directed to persons who are minors (typically persons under the age of 18, depending on where you live). Because we cannot prohibit minors from accessing the Site, we must rely on parents, guardians and those responsible for supervising minors to decide which materials are appropriate for minors to view and/or purchase. By purchasing products from us or providing us with any information, you represent to us that you are legally permitted to enter into a binding contract (18 years of age or older in most jurisdictions) or, if you are under the legal age of consent, you have the express permission from your parent or guardian and that any information you provide to us is not inaccurate, deceptive or misleading.

8.2 Tippi & Lu requires that all purchases be made either (i) by individuals who are not minors and who can legally enter into binding contracts (typically persons 18 years of age or older, depending on where you live), or (ii) by minors with the permission of a parent or guardian to purchase items on the Site.

## **9. DISCLAIMER**

THE MATERIALS ON TIPPI & LU SITE ARE PROVIDED "AS IS". TIPPI & LU MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS.

## **10. INDEMNITY**

You will indemnify and hold Tippi & Lu, its affiliates, officers, directors, employees, agents, legal representatives, licensors, subsidiaries, joint ventures and suppliers, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, Your violation of any law, or the rights of a third party.

## **11. ENTIRE AGREEMENT**

Except as expressly set forth in these Terms of Use constitute the entire agreement between Tippi & Lu and You. If for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of the Terms of Use shall continue in full force and effect.

## **12. CONTACT US**

Tippi & Lu

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