



Sexy, Classy & Sensual

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Davyl Organization Ltd.'s relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

### **Website terms and conditions goods to consumers, payment online**

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

No person under the age of 18 years may purchase Goods. If you are under 18, please confer with an adult to make your purchase.

We are: [Davyl Organization Ltd.]

Our mail address is: [info@davyl.com]

You are: a visitor to Our Website / our customer

### **The terms and conditions**

#### **1 Definitions**

In this agreement:

"Carrier"

means any person or business contracted by us to carry Goods from us to you, whether all or part of the distance.

"Consumer"

means any natural person who, in connection with this agreement, is acting for purposes which are outside his business.

"Our Website"

means the entire computing hardware and software installation that is or supports Our Website.

"Goods"

means any of the Goods we offer for sale on our Website

"Content"

means any material in any form published on Our Website by us or any third party with our consent.

"Material"

means Content of any sort posted by you on Our Website

#### **2 Our contract with you**

These terms and conditions apply:

2.1 So far as the context allows, to you as a visitor to Our Website; and

2.2 In any event to you as a buyer or prospective buyer of our Goods.

2.3 We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase

2.4 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.

2.5 Unfortunately, we cannot guarantee that Goods advertised on our website are available.

2.6 If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:

2.6.1 accept the alternatives we offer;

2.6.2 cancel the missing part of your order;

2.7 If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website, these terms still apply.

2.8 If we owe you money on account of your cancellation, we will credit your credit or debit card as soon as reasonably practicable but in any event no later than [60] days from the date of cancellation of your order.

#### **3 Your account with us**

3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.

3.2 If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.

3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

3.4 We reserve the right to refuse you access to Our Website.

#### **4 Price and Payment**

- 4.1 We endeavour to keep our website and catalogue prices updated and accurate but it is possible that the price may have increased from that published. If that happens, we will not send your order until you have confirmed that you wish to order at the new price.
- 4.2 Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than USD or Euros will be borne by you.
- 4.3 [Any information given by us in relation to exchange rates are approximate only and may vary from time to time.]

#### **5 Delivery**

- 5.1 Deliveries will be made by post / a carrier instructed by us to the address stipulated in your order. You must ensure that someone is present to accept delivery.
- 5.2 If we are unable to deliver your order after two calls by our carrier, we will notify you to try to arrange an alternative date for delivery, convenient to you. If we have failed to contact you after [10] days from the first time we attempted delivery, we will cancel your order and will not return money paid for the goods. We will retain any charge we made for delivery.
- 5.3 If we ourselves are not able to deliver your Goods within [30] days of the date of your order, we shall notify you by e-mail to arrange a later date for delivery.
- 5.4 We may deliver the Goods in instalments if they are not all available at the same time for delivery.
- 5.5 Goods are sent at your risk
- 5.6 Goods are sent by post

#### **6 Cancellation of order**

- 6.1 You may cancel your order at any time before we despatch your order.
- 6.2 If you cancel before we have sent the Goods, we will refund to you the price of the Goods and the cost of delivery, if any.
- 6.3 The option to cancel your order is not available if the Goods have been used.
- 6.4 If you cancel your order after we have despatched the Goods, you must return them to us within 7 days in the same condition in which you received them. We cannot refund your money if the Goods have been used, worn or damaged.
- 6.5 You are responsible for the cost of returning them.
- 6.6 To assist us in identifying your Goods on receipt by us, we ask you to send us an email [info@davy! .com] for a returns reference to be placed below our address / returns label.
- 6.7 We will refund your money within 45 days.

#### **7 Foreign taxes, duties and import restrictions**

- 7.1 We have no knowledge of, and no responsibility for, the laws in your country.
- 7.2 You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country. Customs duty and brokerage charges are not refundable for any reason. We are not responsible for paying the customs duty / VAT of your country.

#### **8 Goods returned**

- 8.1 Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility. If you are not wholly satisfied with the Product, please tell us at the earliest opportunity:
  - 8.1.1 exactly what is the fault;
  - 8.1.2 the date, if relevant, when the fault became apparent;
  - 8.1.3 when and how you discovered the fault;

- 8.1.4 how the fault affected your use of the Goods;
- 8.1.5 you must contact us within 3 days after reception of the goods

8.2 To do this, it is essential that you follow the instructions below. These provisions apply in the event that you return Goods to us because you say they are faulty:

8.3 You must tell us by email message to [info@davy!.com] that you would like to return goods, specifying exactly what goods and when purchased, and giving full details of the defect or other reason for return. We will then issue a returns note. If you send goods to us without a returns note, we may not be able to identify sufficient details to enable us to attend to your complaint.

8.4 The Goods must be returned to us as soon as any defect is discovered.

8.5 Goods must be returned:

8.5.1 with both goods and all packaging in their original condition;

8.5.2 securely wrapped;

8.5.3 including our delivery slip;

8.5.4 at your risk and cost

8.5.5 Returns lost in return shipping will not be refunded.

8.5.6 We reserve the right to not accept a return and may require a re-stocking or repair fee if the item has been at all damaged or worn. While our policies are firm for obvious reasons, we will do everything we can to work with you and make sure your experience with is positive.

8.5.7 The goods can not have been used.

8.5.8 We do not accept returns/exchanges/complaint on Goods that has been give to you for free (gifts).

The procedure for return of Goods is set out on our website. If you do not follow this procedure, we may be unable to identify you as the sender of the goods.

## 9 Disclaimers

9.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Goods, at any time and without advance notice.

9.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.

9.3 We give no warranty and make no representation, express or implied, as to:

9.3.1 the adequacy or appropriateness of the Goods for your purpose;

9.3.2 the truth of any Content on Our Website published by someone other than us;

9.3.3 any implied warranty or condition as to merchantability or fitness of the Goods for a purpose other than that for which the Goods are commonly used;

9.3.4 compatibility of Our Website with your equipment, software or telecommunications connection.

9.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.

9.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.

9.6 You are responsible of the way you are using our Goods

9.7 We are not responsible if you are using the Goods on a wrong way.

9.8 In any event, including the event that any term or condition or obligation on our part ("Implied Term") is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.

## 10 Content and Intellectual Property Rights

- 10.1 We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).
- 10.2 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.
- 10.3 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.
- 10.4 You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person.
- 10.5 You may not store electronically any significant portion of any Content.

## **11 Your email address**

- 11.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.
- 11.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.
- 11.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

## **12 Your Material**

- 12.1 If you post any Material in Our Website, you warrant that you own the copyright in it and you accept all risk and responsibility for it. You grant to us the right to edit, copy, publish, distribute, translate and otherwise use it in any medium and for any purpose.
- 12.2 You agree that if you do post any Material on Our Website, in doing so, you grant to us a non-exclusive, irrevocable, royalty-free, right in perpetuity to use that Material in any way whatever, throughout the World in any medium. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your Material.
- 12.3 You agree to perform all further acts necessary to perfect any of the above rights granted by you to us, including the execution of deeds and documents, at our request.
- 12.4 You represent and warrant that:
  - 12.4.1 you own the rights to all of the Material that you post;
  - 12.4.2 any fact stated in your Material is accurate;

## **13 System Security**

- 13.1 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted.
- 13.2 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.
- 13.3 You may not use any software tool for the purpose of extracting data from our website.
- 13.4 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

## **14 Acceptable use Policy**

As a condition of your use of Our Website, you agree to comply with these provisions:

- 14.1 You will not use or allow anyone else to use the Web Site to post or otherwise publish:
  - 14.1.1 copyright works;
  - 14.1.2 commercial audio, video or music files;
  - 14.1.3 any Material which violates the law of any established jurisdiction;
  - 14.1.4 unlicensed software;

- 14.1.5 software which assists in or promotes: emulators, phishing, hacking, password cracking, IP spoofing;
- 14.1.6 links to any of the material specified in this paragraph;
- 14.1.7 pornographic Material;
- 14.1.8 any Material promoting discrimination or animosity to any person on grounds of gender, race or colour.
- 14.2 You will not use the Services for spamming. Spamming includes, but is not limited to:
  - 14.2.1 The bulk sending of unsolicited messages, or the sending of unsolicited emails which provoke complaints from recipients;
  - 14.2.2 The sending of junk mail;
  - 14.2.3 The use of distribution lists that include people who have not given specific permission to be included in such distribution process;
  - 14.2.4 Excessive and repeated posting off-topic messages to newsgroups;
  - 14.2.5 Excessive and repeated cross-posting;
  - 14.2.6 Email harassment of another Internet user, including but not limited to, transmitting any threatening, libellous or obscene Material, or Material of any nature which could be deemed to be offensive;
  - 14.2.7 The emailing of age inappropriate communications or content to anyone under the age of 18.
  - 14.2.8 We are not responsible for what other people write/say/think or propose, that includes the subjects they want to share and discuss with the other readers.
  - 14.2.9 If you have kids under 18 years old, you are responsible for their access to Our Website.

## 15 Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

## 16 Miscellaneous provisions

- 16.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.
- 16.2 Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.
- 16.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation.
- 16.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 16.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 16.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.

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1. Comments deemed to be spam or questionable spam 2. Comments including profanity 3. Comments containing language or concepts that could be deemed offensive 4. Comments that attack a person individually

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