

life is yours I create

PRIVACY POLICY

1. AGREEMENT

1.1 By using our Website and / or placing an Order with us you automatically and irreversibly agree with our Terms and Conditions shared below.

1.2. The T&C are applicable to you, the User of the Website and your usage of lifeisyours2create.com website and the connected to it social media platforms, software, networks, inclusive the purchase of goods through the website.

2. DEFINITIONS

In this Agreement:

Agreement understood as the terms and conditions used in this document, also any applicable terms of order placed by you the User using the Website (if applicable).

Customer is the person pointed on a lifeisyours2create invoice or sales document.

Goods is the casual / active wear products put in an Order.

Intellectual Property is all intellectual and industrial property rights in the world, no matter if present now or in the future, including rights of any kind in:

- (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents, innovation patents or designs, including developments or improvements of equipment, technology, processes, methods or techniques;
- (b) literary works, dramatic works, musical works, artistic works, cinematograph films, television broadcasts, sound broadcasts, published editions of works and any other subject matter in which copyright (including future copyright and rights in the nature of or analogous to copyright) may, or may upon creation of the subject matter, subsist anywhere in the world;
- (c) registered and unregistered trade marks and service marks, including goodwill in the business concerned in the relevant goods and/or services;

(d) trade, business or company names; and

(e) internet domain names, no matter if created or in existence before or after the Execution Date and includes anything, no matter tangible or intangible, which incorporates, embodies or is based on any of the things referred to in clauses (a) to (f) inclusive of this definition.

Lifeisyours2create.

Material is any information (plus but not limited to data, source codes, and drawings) or images in any form (whether visible or not) stored on or in use with the Website.

Pre-sale means any piece of clothing that is sold in stock on or near that date stated in the Product listing on the Website.

Products meaning any placement on the Website (for sale or other). Website is the internet site under the URL lifeisyours2create.com and operated by lifeisyours2create.com.

3. INTERPRETATION

In this Agreement:

(a) headings are for convenience only and do not affect interpretation;

(b) and unless the context indicates a contrary intention:

(c) person is taken as any individual, the estate of an individual, a corporation, a government authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) document (including this Agreement) can be changed or replaced from time to time;

(e) a reference to £ is to the lawful currency of the United Kingdom;

(f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(g) if a payment needs to be done, then the understanding is a day other than a Business Day, that amount should be covered and that act, matter or thing must be done on the immediately succeeding Business Day;

(h) includes in any form is not a word of limitation.

4. WEBSITE USE

4.1 It is a possibility that the Website may have placed links to other websites. Links of such kind are provided for convenience only and may not stay current or be maintained occasionally. Lifeisyours2create.com is not responsible for the content or privacy practices associated with other linked websites.

4.2 You must solely make sure that your access to, or use of the Website is not illegal or prohibited by laws which are applicable to your country.

4.3 You are obligated to take your own steps to make sure that your accessing the Website does not put you at risk of viruses, malicious computer code or other forms of interference that might be damaging to your computer. Lifeisyours2create.com takes no responsibility for any problems like this that may arise in connection with your usage of the Website.

5. PRICING

5.1 All prices shown on the Website are in British Pounds unless explained otherwise.

5.2 All prices shown on the Website might be changed without notice. Prices for clothing you have already ordered are fixed once your Order has been confirmed. Any price changes no matter up or down will not be applicable for already confirmed Orders.

5.3 You agree that any additional duties and taxes will be covered by you if your country or state wishes to apply them on your order. You confirm to be aware that these according duties and taxes may not be shown on the Order confirmation and are charges imposed by the relevant customs or quarantine government department of your country and not lifeisyours2create.com.

5.4 You agree to cover any applicable delivery charges as they are calculated and listed in the Order confirmation at the time of purchase if any.

6. PRODUCT SPECIFICATIONS

6.1 The sizing of any Product shown on the Website is only an approximate data of the actual size and dimensions of the relevant Product. Sizing variations may exist within flavour variations of a Product.

6.2 The label and appearance of each piece of clothing as depicted on the Website may vary from the actual label and appearance.

7. ORDERS

7.1 You are able to place an Order if you follow the steps shown on the Website. Your Order will be confirmed after making payment and clicking the 'confirm' button.

7.2 Orders with lifeisyours2create.com are confirmed at the time lifeisyours2create.com sends an Order confirmation to your provided e-mail address.

7.3 lifeisyours2create.com will mainly communicate with customers using e-mail. It is the customer's responsibility to make sure that the correct contact details are given and that the nominated e-mail address is regularly checked for new correspondence.

7.4 Every Order (after being confirmed) is a separate agreement between lifeisyours2create.com and you.

7.5 lifeisyours2create.com saves the option to decline to cancel Orders that require commercial quantities of Goods.

7.6 If an Order happens to be cancelled, the amount paid in relation to that Order will be refunded in full as soon as is reasonably practicable. You will be advised with an e-mail of the cancellation and refund.

7.8 lifeisyours2create.com takes no responsibility for Orders that are declined or not accepted due to disruptions with internet connections.

8. PAYMENT

8.1 You may provide your nominated credit card during the purchase process described on the Website.

8.2 Payment on the Website may be made via a valid Credit Card.

8.3 Payment for Orders will be processed immediately upon confirmation of your Order.

9. DELIVERY AND OWNERSHIP OF THE GOODS

9.1 lifeisyours2create.com will do everything possible to make sure that all Goods are delivered in a prompt and timely manner. But with that being said, sometimes, it is possible that shipping and other factors beyond the control of lifeisyours2create.com may occur and cause delays. Lifeisyours2create.com is not responsible for any loss or damage, whether direct, indirect or consequential, suffered by any one as a result of any such delays.

9.2 The date of dispatch shown on the Website is only the estimated date of dispatch as is reasonably estimated by lifeisyours2create.com and is subject to change without notice. Where scheduled dispatch of a Product is delayed by more than 1 week, clients will be notified by e-mail at the e-mail address put in their Order.

9.3 lifeisyours2create.com will not deliver Goods to PO box addresses.

9.4 Goods will be delivered by courier service, and will take between 5 – 10 working days to deliver from the date of dispatch.

9.5 You agree the Goods will be deemed to be delivered based on the shipping confirmation evidence determined from the tracking details provided by the relevant shipping company.

10. FAULTY OR DAMAGED PRODUCTS

10.1 lifeisyours2create.com will ONLY replace damaged, faulty or incorrect Products covered in these Terms and Conditions.

10.2 Where a Product happens to be damaged upon delivery or if a different Product has been delivered than the one listed in the Order (Incorrect Product), and the customer advises lifeisyours2create.com within the first 7 days after delivery, then lifeisyours2create.com will: (a) exchange the damaged or Incorrect Product with a new replacement; or (b) if lifeisyours2create.com is not able to provide a new replacement Product, lifeisyours2create.com will refund the customer the purchase price. For avoidance of any doubt, the

7 Day period will commence on the date that the customer receives their Product. Where there is no proof of delivery, this date will be assumed to be 3 business from the date of dispatch of the Product. Where Goods are already damaged on delivery, lifeisyours2create.com requires photographic evidence before authorising return of the Goods.

10.3 lifeisyours2create.com reserves sole right to decide whether the Goods are faulty or damaged in accordance with this Clause 10. 10.4 lifeisyours2create.com

11. REFUNDS AND RETURNS

11.1 lifeisyours2create.com will only accept return of Products that have been supplied wrongly by lifeisyours2create.com or were deemed to be faulty.

11.2 The customer must comply with directions from lifeisyours2create.com staff to facilitate a return.

11.3 Returned Products should be given back in their original undamaged packaging, and must be in a re-saleable condition.

11.4 The customer is responsible to make sure that the returned items are done so safely. lifeisyours2create.com takes no responsibility for items lost in transit.

11.5 You acknowledge and agree that lifeisyours2create.com will not accept a return and will not refund your Order based on a change of mind.

12. VIRUSES

12.1 As the internet space is wide, we cannot absolutely guarantee that this Website is free from viruses, fault or other conditions which could damage or interfere with your computer systems, and we do not guarantee that your access to this Website will be uninterrupted, error free or that any defects will be corrected.

15.2 You have in mind the risk of any damage to your property as a result of using this Website, and to the maximum extent permitted by law; we disclaim all liability for any errors, omissions and faults.

15.3 You must take your own precautions for safety that accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. To avoid any doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Website or any linked website.

13. SECURE DATA

13.1 Given the nature of the internet, we cannot guarantee that any data transmission is totally secure. Whilst we take precautions to protect information, we do not warrant and cannot

ensure the security of any information you transmit to us. You therefore transmit to this Website at your own risk. However, once we receive your transmission, we will take reasonable steps to preserve its security.

14. COOKIES

14.1 We may use cookies to gather data in relation to this Website and you consent to us doing so (although you may be able to disable cookies on your web browser).

15. GENERAL

15.1 lifeisyours2create.com reserves the right to make changes to these Terms and Conditions without notice.

15.2 Any provision of these Terms and Conditions which is void or unenforceable may be severed without affecting the enforceability of other provisions.

15.3 A failure or delay by lifeisyours2create.com to exercise a power or right under these Terms and Conditions does not operate as a waiver of that power or right, and the exercise of a power or right by lifeisyours2create.com does not preclude its future ability to exercise that or any other power or right.

15.4 To the extent permitted by law, in relation to its subject matter, these Terms and Conditions: (a) embody the entire understanding between you and lifeisyours2create.com, and constitutes the entire terms agreed between you and lifeisyours2create.com; and (b) supersede any prior written or other agreement between you and lifeisyours2create.com (if any).