

MELOBABY.COM TERMS AND CONDITIONS

The following are the terms of use that govern the melobaby.com website (the "Site"). Your use of the Site constitutes your agreement with these terms. MELOBABY reserves the right to revise these terms and conditions. We will post any changes here as they are made. Because your use of the Site following any changes constitutes your agreement to be bound by any changes, you may wish to check this section periodically.

SITE CONTENT

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The Contents of the Site, and the Site as a whole, are solely for personal, non-commercial (other than for the purchase of merchandise from the Site) use by the users of the Site. You may download or copy the Contents and other downloadable materials displayed on the Site only for your personal use. No right, title or interest in any downloaded materials or software is given to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the Contents, the Site, or any related software.

PRODUCT INFORMATION

MELOBABY products displayed on the Site are available in select stores in Australia and select foreign markets while supplies last. In some cases, merchandise displayed for sale on the Site may not be available in all stores. The prices displayed on the Site are quoted in Australian Dollars and include GST at 10%.

COLOURS

We have made every effort to display the colours of our products that appear on the Site as accurately as possible. Because the actual colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will be accurate.

DELIVERY

Delivery within Australia is free of charge and will be made via Australia Post. International Shipping rates may vary depending on the particular item and country of destination. Please allow between 3 and 5 working days for delivery within Australia. For Australian rural and international deliveries please allow up to 14 days. If you would like your goods to be delivered sooner please contact us to arrange for a courier service. There will be an additional charge for this service. Lost in transit goods cannot be replaced until an investigation has been completed by Australia Post or the courier service used to deliver those goods.

OUT OF STOCK

If the product you have ordered is out of stock we will contact you within 48 hours of your order being placed (excludes Saturday and Sunday). You will be given the opportunity to cancel the order or choose an alternative item or you may place your order on back order. Goods on back order will be dispatched as soon as they are received by MELOBABY.

EXCHANGES

MELOBABY has every confidence in the products that we sell. If for some reason you are not satisfied with the product, please contact us to arrange a refund. Please return the goods to us unused and in original packaging. The purchaser must pay for the return of the goods. MELOBABY will not be responsible for additional shipping charges incurred on dispatch of exchange items.

RETURNS

While every effort is made that all goods dispatched are in perfect order, MELOBABY cannot take any responsibility for goods lost or damaged in transit. If damaged goods are received please contact us within 7 days and return the goods with labels and packaging. MELOBABY will replace faulty items on approval of fault. No shipping will be charged on replacement of faulty items. If, for any reason we no longer have the product in stock we will offer you an exchange or a refund. Please allow 14 days for refund to be processed.

COMMENTS AND SUBMISSIONS

All comments, feedback, suggestions, ideas, and other submissions offered or submitted to MELOBABY in connection with your use of this Site (collectively, "Comments") shall be MELOBABY's property. Such offer or submission of any Comments constitutes an assignment to MELOBABY of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the Comments. MELOBABY is under no obligation to: (1) maintain any Comments in confidence; (2) pay you any compensation for any Comments; or (3) respond to any Comments.

You agree that Comments submitted by you will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s). You further agree that Comments submitted by you will not be or contain libelous or otherwise unlawful material. You are and shall remain solely responsible for the content of any Comments you make.

USAGE OF INFORMATION

MELOBABY use your information to understand your needs and provide you with better service. Specifically, we use your information to help you complete a transaction, communicate back to you, update you on web site updates, to share information with you that is interesting or relevant to you, and to personalise our website for you. Credit card numbers are used only for payment processing and are not retained for other purposes. We use the comments you offer to provide you with information requested, and we take seriously each recommendation as to how we might improve communication.

PERSONAL INFORMATION

Melobaby.com will not sell, rent, or lease your personal information to other organizations. We assure you that the identity of all who contact us through our website will be kept confidential. Use of personal information will be limited to the internal purposes of MELOBABY and only to further the web site activities and purposes of Melobaby.com.

MAILING LIST

From time to time, we may also use your information to contact you for market research or to provide you with marketing information we think would be of particular interest. We will always, however, give you the opportunity to opt out of receiving such direct marketing or market research contact. If you would like to remove your name from our mailing list, so that you do not receive any future communications from our company you can send us an email at: [care\[at\]melobaby.com](mailto:care[at]melobaby.com)

INDEMNIFICATION

You agree to defend, indemnify and hold MELOBABY harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site.

LINKS

To the extent that this Site contains links to services and resources not within MELOBABY's control ("Third-Party Sources"), any claims or concerns regarding any Third-Party Sources, or any link thereto, should be directed to the particular Third-Party Source. You agree that MELOBABY shall not be liable to you for your use of any Third-Party Sources.

DISCLAIMER

In no event shall MELOBABY or any of its affiliated entities, suppliers or retailers be liable for any indirect, special, punitive, incidental, exemplary or consequential damages, even if MELOBABY has been previously advised of the possibility of such damages, whether in an action, under contract, negligence or any other theory, arising out of or in connection with the use, inability to use or performance of the information, services, products and materials available from the Site. These limitations shall apply notwithstanding any failure of essential purpose or the existence of any limited remedy. Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you.

INACCURACY DISCLAIMER

From time to time there may be information on this Site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have submitted your order). We apologise for any inconvenience this may cause you.

GOVERNING LAW AND VENUE

This Agreement shall be governed by, construed and enforced in accordance with the laws of Australia, without giving effect to any conflict of law provisions. Exclusively an appropriate court sitting in New South Wales, Australia, shall resolve any dispute arising under this Agreement.

Please send any comments or questions regarding our products or services to:
care[at]melobaby.com