

TERMS AND CONDITIONS

(Governing Payments, refunds, privacy and website use)

Thank you for shopping with Feelgood&.

The following policies apply to all transactions with FeelGood&. By placing an order or making a purchase at FeelGood&, or by accessing any areas of our website, https://feelgoodand.org, you agree to be legally bound and to abide by the terms and conditions set out below.

PRIVACY POLICY

This policy covers how we collect, use, disclose, and keep your information secure, and how you can access and correct it. This Privacy Policy applies to all your dealings with us whether in writing, over the phone, in person or when using our website https://feelgoodand.org.

We are committed to protecting the privacy of the personal information you provide while shopping with us, and to treat your personal information in accordance with the national privacy principles set out in the Privacy Act 1988. Further information can be accessed at https://www.oaic.gov.au/privacy-law.

Collection of personal information

We collect personal information only to the extent it is necessary for our business activities, such as to supply/mail you with the goods ordered, communicate with you regarding your order as necessary, to provide you with updates about new products or special offers from time to time, or share our blog posts.

We collect the following personal information from you:

- Contact information, including name, address, email and phone number;
- Payment and transaction information, including bank account details if we need to make a refund;
- Delivery information, including delivery address;

From time to time, to improve or product range, we may also collect the following information from you:

- Demographic information, including age group, preferences and interests;
- Browsing preferences and what you find useful and not useful in our site;
- Details of your dealings with us and any other information reasonably necessary to provide you with our goods and services or to conduct market research.

All information will be collected directly from you in a fair, lawful and non-intrusive way.

Use of Personal Information

The information we collect will be used as follows:

• To provide, deliver, source, administer, improve and personalise our products and services;



- To verify your identity;
- To process payments and provide refunds and discounts;
- To enable our third-party service providers/suppliers to provide us with services such as Information Technology, website, business development, accounting, auditing, delivery and courier services;
- To tailor and provide relevant marketing offers;
- To communicate with our customers, including product recalls and responding to queries and complaints;
- To send important notices, such as communications about purchases and changes to our terms, conditions and policies.

Disclosure of Personal Information

We will strictly not disclose, sell, or lease your personal information to third parties unless we are required by law to do so.

Third parties we may disclose personal information to include:

- Our third-party service providers/suppliers for the purposes specified under 'use of personal information' above; and
- Our professional advisers, including our accountants, auditors and lawyers;
- Payment system operators and financial institutions; and
- Government agencies.

Right to correct Personal Information

We hold only the information that you provide to us when you purchase our products, or respond to our promotions/campaigns. If you believe that any information we are holding about you is incorrect or incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect.

Right to control the use of your Personal Information

You may choose to restrict the collection or use of your personal information at any time. If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time and opt out from receiving direct marketing information, free of charge, by emailing us at feelgoodand@gmail.com with a request to unsubscribe.

Security of your personal information

FeelGood& takes all reasonable steps to protect your personal information from misuse and loss, and from unauthorised access, modification or disclosure.

Links to other Websites

Our website may contain links to other websites of interest. Once you have used these links to leave our site, we do not have any control over that other website. Therefore, FeelGood& cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question when you use links on the FeelGood& website.



Updates to our Privacy Policy

This privacy policy will be reviewed and updated by FeelGood& from time to time. Updated versions of this policy will be published on the website. The updated privacy policy will apply whether or not specific notice of any change has been given. We encourage you to check our website regularly for any updates to our privacy policy.



DISPATCH AND PRICING POLICY

Dispatch policy

We currently sell only within Australia and offer only a direct payment method for your purchases.

Upon completion of online checkout, you will receive our bank details on the emailed invoice, which will enable you to transfer the order amount into our bank account. Please quote your order number as the reference number when making the transfer. No fees apply for this type of payment. Depending on bank processing times, the payment transfer can take up to 3 days.

Please note that you can only collect goods once payment has been received by FeelGood&. Depending on bank processing times, this can take up to 3 days. We will inform you via email as soon as we receive the funds. FeelGood& offers deliveries to most areas of Australia. Delivery should, in the normal course, take no more than 7 working days to most parts in Australia from date of dispatch. Please note that for direct transfers, it can take 1 to 3 days for funds to appear in our account, which must be added to the shipping time.

Upon receiving the parcel, it is your responsibility to check the contents for completeness of the order and quality, and ensure you are satisfied with your purchase.

We do not accept liability for delay in delivery in the event there is no-one to receive the delivery at the delivery address you had provided. It is the customer's responsibility to provide us with an address where someone will be available during normal business hours to receive the goods. If no-one is there, or if the delivery address details provided by you are incorrect and impact on the delivery, you will be responsible for the cost if the parcel is returned to us and if you wish to have the shipment returned back to the correct address.

If you are collecting your order personally, please contact us on <u>0422530680</u> and advise us of your preferred collection time to ensure your order is ready prior to your arrival.

You can also arrange your own courier to pick up the order at your cost, if you choose to. The name of the person who placed the order, and the order number are essential if someone other than you is collecting the order.

For Orders delivered via mail, once payment has been received, your order will be shipped within three to five working days of that date. All parcels will be shipped through AusPost standard delivery. If the order is urgent, additional shipping charges will apply for mailing it via Express Post. Once the product is shipped, we will send you an email to notify you and provide you with the AusPost tracking number so that you can easily track your order once shipped.

The products offered by FeelGood& are subject to availability and may be withdrawn at any time. We reserve the right to refuse to accept an order in whole or in part.

Pricing Policy

All pricing is subject to change without prior notice.

The prices quoted over phone, email, or viewed on our website https://feelgoodand.org are in Australian dollars (AUD). We do not ship outside Australia.



REFUND/REPLACEMENT/CANCELLATION POLICY

The following terms and conditions apply to refunds/returns.

The rights described in this policy are in addition to the statutory rights to which you may be entitled under Competition and Consumer Act 2010 (Cth) and other applicable Australian consumer protection law and regulations.

You are entitled to a refund or replacement if:

- The item is faulty or damaged; or
- You were sent the wrong item; or
- You were sent the wrong size; or
- The item doesn't work as a reasonable person would expect it to work e.g. a candle which doesn't light up; or
- The item is significantly different from the product images and description.

We are unable to make a refund or replace your product if:

- You just changed your mind;
- You found another cheaper product;
- You don't like it;
- You bought the wrong size;
- The product has a fault that you knew about before you bought it. This includes instances where the fault was listed in the description;
- The product was damaged due to improper storage or mishandling of the product by you.

All claims must be lodged within 7 days of receipt or delivery of goods, with a copy of the invoice issued at the time of purchase.

Refund Claims Process

Refund Claims must be lodged within 7 calendar days of the products being delivered to you. Please contact us via email at feelgoodand@gmail.com with your claim and ensure you submit all relevant information, e.g.

- · Reason for claim;
- Your contact details;
- Order number/date;
- Delivery method/date;
- Product description and number of defective items;
- Photos showing the defective items AND the package, as it looked when it arrived.

We will assess the claim and advise you via phone, or email about the outcome within 2 business days. If you are eligible for a refund, FeelGood& will process the refund to your nominated account within 2 business days after that. Please note it may take 1 to 3 days from the time the refund is processed from our end for the money to appear in your account.



All refunds will be at the sole discretion of FeelGood&. No claims will be accepted if the product has been damaged or abused through misuse.

Cancellation of Orders

An order can be cancelled any time prior to shipment. However, you will be charged an administration fee at the rate of 30% of your order amount if it has been paid for and packed for dispatch. If your order has not been paid for and not been packed, you will not be charged the cancellation fee.

Should you wish to add additional items to your order, you will have to place a separate order online as soon as possible with a request to include the additional item in the original package. We will make every effort to combine the additional item with the original order if possible and dispatch to you.

Additional postage costs may apply if the combined orders exceed the weight that can be accommodated in our standard shipping rates. If the order for the additional item arrives in our mailbox after the goods originally ordered have been shipped, it will be processed and shipped as a new order. In both instances, we will be in touch with you over phone or email to discuss your preferred options for dispatch.

General product disclaimer

All FeelGood& skin care products are labelled clearly with the ingredients used. It is the customer's responsibility to read the label carefully and determine suitability of the products for their use. FeelGood& does not accept any liability for allergies or other health issues arising out of the customer's negligence to read the label.

FeelGood& does not accept responsibility for any injury to the customer's person or property, or deterioration in its products due to improper use or storage of its products.



WEBSITE USE POLICY

The https://feelgoodand.org website is owned and operated by FeelGood& ABN 536381398690. The goal of the website is to provide access to a range of products for sale and delivery to anywhere in Australia. We do not currently sell internationally.

To ensure a safe environment for all users, we have established these terms and conditions. In this way, you will know what you can expect from us, and what we can expect from you. By accessing any areas of https://feelgoodand.org and other related websites, you agree to be legally bound, and to abide, by the terms set forth below.

Presumption of legal capacity to transact

If you are a minor (under the age of eighteen), you cannot place orders with FeelGood&. By accepting these terms and conditions you are acknowledging that you are over the age of eighteen years. Should FeelGood& suffer any damages or any other losses as a result of a minor making a transaction, FeelGood& reserves the right to seek any compensation for losses from the parents or guardians of the minor who placed the order(s) with FeelGood&.

Guarantee about products

FeelGood& only offers original products and attempts to be as accurate as possible in describing the product(s). However, we do not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by FeelGood& is substantially different from what is described in the website, you can claim a refund as per our refund policy.

Copyright

All copyrights, trademarks and other intellectual property rights in the design, layout, wording and concepts of this website are reserved to FeelGood&. Any copying of the design, layout, wording, concepts or other unauthorised use will infringe our rights.

Warranties

Disclaimer of warranties and limitation of liability. This site is provided by FeelGood& on an "as is" and "as available" basis.

FeelGood& cannot accept liability for any indirect loss, loss of enjoyment, loss of profit, loss of business, loss of goodwill or any other loss in connection with the operation of this website or purchase. We are unable to confirm that the information set out in this website is totally accurate or complete. This website may from time to time contain links to other websites on the Internet. We are not responsible for the availability, security or content of those websites.

FeelGood& makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, or products included on this site. You expressly agree that your use of this site is at your sole risk. To the full extent permissible by applicable law, FeelGood& disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. FeelGood& does not warrant that this site, its servers, or e-mails sent are free of viruses or other harmful components. FeelGood& will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.



These terms and conditions constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties. They shall be governed by Australian law and the parties hereby agree to submit themselves to the exclusive jurisdiction of Australian Courts.

Disclaimer

Product images provided in this website are for guidance only. No guarantee is given or responsibility taken by FeelGood& for the likeness of the images on this website to the actual product. Due to the light conditions in which the images are shot, the angle of the camera etc., products may appear larger or smaller in size than the actual product. The colours may also differ as a result. Every effort has been made to ensure accuracy and completeness.

Please contact us on 0422530680 or <u>feelgoodand@gmail.com</u> if you have any questions.