

Raise the Bar Terms and Conditions

OVERVIEW

Throughout our site we use the terms “we”, “us” and “our” which refers to the Raise the Bar initiative from Her Platform - the social enterprise of The Centre for Women & Co. Pty Ltd. We offer you our website to check out whenever you like (teeny tiny condition incoming); but you've gotta accept all our terms, conditions, policies and notices stated below (yawwwwnn).

By visiting us and buying apparel or online education programs from us, you engage in our service and are then bound by our terms and conditions. So, ya know, be a smart cookie and read the Terms of Service carefully.

We have the right to update, change or replace any aspect of the Terms of Service by uploading these to our website. It's a good move to check these terms out regularly in case of any changes – you've got the right to know what's happening. Every time you use our website you do accept any changes. We are powered by Shopify Inc (they help us run our online shop), Teachable (they run our education program) and Squarespace (our Raise the Bar website).

SECTION 1 - Online Store Terms

When you agree to the terms of service you must be at least the age of majority in your state and also this gives us your consent for any of your minor dependents to use this site. Please be a good friend and don't use our awesome products for any illegal or unauthorised purpose (so don't be doing any weird sh*t, like sending us viruses or nasty worms, okay?).

SECTION 2 - General Conditions

We wanna be your BFF, butttttttttt, we can refuse service to anyone at anytime... so pls be a good pal and don't make us do that to the friendship!

You understand that content (NOT credit card info) may be transferred over various networks, changes to adapt to technical requirements etc. BUT we always encrypt your credit card info during transfers (we wouldn't be a bad friend to you like that don't worry). Like we said earlier, don't be doing unauthorised bad friend behaviour which includes reproducing, duplicating, or reselling any of our stuff...we know you wouldn't but we gotta have it in writing.

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SECTION 3 - Accuracy, completeness and timelines of information

We aren't responsible if info on this site is inaccurate/out of date/incomplete...the site is for general info only. By this we mean sometimes historical info may be on the site and we don't have to update this unless we want to.

SECTION 4 - Modifications to the service and prices

We can change our product prices without notice, if we want to. We can also modify or discontinue our service without notice, if we want to. As much as we value this friendship (and trust me, WE DO), we are not liable to you or any other third-party for modifications, price changes, suspension or discontinuation of the service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Our products are subject to return or exchange according to our return policy. We have tried our BEST to display our products with images that accurately showcase the colours and materials. I mean, really, a lot of time and picking and choosing went into the location, the photoshoot accessories, the models, the photo selection. But just to be sure, check your phone or computer display is set to normal otherwise you might be thrown off. We have done the best we can to showcase the quality of our products (just for reference, everything is of high quality – my favourite is the tote), but we can't guarantee your expectations will be met (we do hope we surpass them though!).

SECTION 6 - Accuracy of billing and account information

We probably won't ever do this to you (you are a valued pal of ours), but we have the right to refuse an order or cancel it. If we do this, we will tell you – we'd never keep a secret from you – so keep your emails and phone handy. Like we said, we'd probably never do this (but we will if we think you are a reseller or distributor). But you'd never do that to us.

Do good by us and we'll do good by you; you agree to give us current, complete and accurate purchase/account info when making a purchase. If anything is wrong, you agree to let us know of any necessary changes super-fast. Okay great, thanks.

SECTION 7 - Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. We have no liability whatsoever arising from or

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relating to your use of optional third-party tools. Using optional tools is at your own risk, so make sure you check their terms of service.

Any new tools or services we may offer in the future are subject to these terms of service. Basically, anything at all related to third-party services or tools we have NO responsibility over...like at all...none whatsoever.

SECTION 9 - User comments, feedback and other submissions

If at our request you send specific submissions or without a request from us you send ideas, suggestions, plans, proposals or any other materials by ANY means (post, email etc.) you agree that at any time we can edit, copy, publish, distribute, translate and use in any medium. We aren't under any obligation to maintain comments in confidence, pay compensation for any comments or respond to any comments. We have the right to remove or monitor any content that is unlawful, offensive, threatening, pornographic or obscene if we want.

You agree that no comments from you will include any copyright, trademark, unlawful, threatening, abusive, inappropriate, rude or virus content. You cannot use a fake email or pretend to be someone else (who do you think you are? Melissa McCarthy???) If you don't know, watch that movie, it's great). You are responsible for all info and all comments you provide and we have absolutely no responsibility or liability for these.

SECTION 10 - Personal information

Your submission of personal information through the store is governed by our Privacy Policy. Check it out!

SECTION 11 - Errors, inaccuracies and omissions

Okay so we are pretty nuts about checking for errors but we're only human and sometimes our site may have typos, inaccuracies or omissions about descriptions, pricing, promotions, offers, shipping and availability. You can definitely point this out to us but we can also correct any site errors at any time without notice (even after you've placed an order). We would never notice an error and not do anything about it – so we will always fix anything we know about to make sure you've got all right info.

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SECTION 12 - Prohibited uses

You cannot use our site for any unlawful purpose, to solicit others to do unlawful acts, to violate any laws, to infringe upon or violate our intellectual property rights, to harass, abuse, insult, harm, slander, intimidate or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, origin or disability (we won't like you anymore if you do these things).

You also can't track or collect other people's info, to spam, fish, spider, crawl or scrape, to use it for any obscene purpose, to interfere with security of us or any other website. We can terminate your use of service if you violate any of the prohibited uses.

SECTION 13 -Disclaimer of warranties; limitation of liability

We can't say for sure you use of the service will be uninterrupted, timely, secure or error-free, but we do our best. You expressly agree that your use of, or inability to use, the service is at your sole risk.

In no case shall Her Platform (or Raise the Bar), our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - Indemnification

You agree to indemnify, defend and hold harmless Her Platform and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents

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they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - Serverability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall

be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - Termination

Unless you or we terminate the terms of service, they will stay effective (you can notify us if you want to terminate them). If we know or suspect you've failed to comply with our terms of service, we can terminate the agreement at any time. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - Governing Law

These terms of service are in accordance with Aussie laws so take it up with ScoMo ;)

SECTION 19 - Changes to the terms of service

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We can update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. The most current version is always on here.

SECTION 20 - Contact Information

Questions about the Terms of Service should be sent to us at hello@raisethebar.org.au