

# CUSTOMER TERMS AND CONDITIONS

In these Customer Terms and Conditions "we", "us" and "our" means *Wild Iris Books, Inc. Gainesville, Florida*.

Please read these terms and conditions carefully as they apply to your use of this website at [www.wildirismarket.com](http://www.wildirismarket.com) (this "Website"). By accessing or using this Website you agree to be bound by these terms and conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

We reserve the right to alter or revise these terms and conditions or other site policies from time to time. We will include a notice on this Website alerting you when any such revisions have been made.

## PRODUCTS AVAILABLE FOR PURCHASE ON THIS WEBSITE

We have established this Website because we want to provide a single place for customers to purchase products that we believe are produced in a socially and environmentally responsible manner, beautifully designed and unique, and not easily sourced elsewhere.

This Website includes products available for purchase from various sellers ("Sellers"). It is important that you understand that when you place an order for a product on this Website, you are placing an order with the Seller of the product, and not us. We make the products available for purchase (including taking orders and collecting payment) as the agent of the Seller, and not on our own behalf.

You should read the terms and conditions on which each Seller makes their products available for purchase (the "Seller Terms"). Those Seller Terms can be accessed through the appropriate link on each page of this Website, with any additional or unique terms appearing on each Seller's home page for their mini-site. We are not a party to, and have no obligations under, any contract that may arise for the purchase of any products (including any Seller Terms). Rather, any such contract will only be between you and the relevant Seller. These terms and conditions apply to the manner in which we make this Website available to you. Your rights in relation to the purchase of products, however, will be governed by the relevant Seller Terms.

If you wish to return any products or have any complaints in relation to a product you purchase through this Website, you should contact the relevant Seller using the "contact the Seller" section of this Website.

## LICENSE TO USE THE CONTENT ON THIS WEBSITE

- a. You acknowledge that this Website and all related content are subject to copyright and possibly other intellectual property rights ("Intellectual Property Rights").
- b. We grant you a limited, non-transferable license to access and use this Website solely for your personal, non-commercial purposes.
- c. We (or our licensors) retain all right, title, and interest in and to this Website and all related content, and nothing you do on or in relation to this Website or any of the related content will transfer any Intellectual Property Rights to you or, except for the license referred to in paragraph 2(b), license you to exercise any Intellectual Property Rights unless this is expressly stated.
- d. Except as provided in these terms and conditions, permission to reprint or electronically reproduce this Website or any related content in whole or in part for any other purpose is expressly prohibited, unless prior written consent is obtained from us. You may contact us at [info@wildirismarket.com](mailto:info@wildirismarket.com) if you wish to obtain such consent.
- e. Subject to applicable law, we may revoke the permission referred to in paragraphs (b) and (d) at any time and may suspend or deny, in our sole discretion, your access to all or any portion of this Website without notice.

## GENERAL RESTRICTIONS

- a. Wild Iris Books Marketplace and the services provided by us are only available to and may be only be used by, individuals who are 18 years and who can form legally binding contracts under applicable law. You represent and warrant that you are at least 18 years old and that all registration information you submit is accurate and truthful. Individuals under the age of 18 must at all

times use Wild Iris Books Marketplace's services only in conjunction with and under the supervision of a parent or legal guardian who is at least 18 years of age. In this all cases, the adult is the user and is responsible for any and all activities.

- b. You must not disclose to any other person any user name and password assigned to you. We will assume that any use of this Website using that user name and password is you, and you will be responsible for any such use, except where you have notified us under paragraph (b). You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentially. You also agree that we cannot and will not be liable for any loss or damage arising from your failure to keep your password secure.
- c. You must notify us if you become aware of any improper use or disclosure of your user name and password, in which case we will allocate a new user name and password to you.
- d. In using this Website, you must not:
  - a. provide us with inaccurate or incomplete information;
  - b. violate any applicable laws, or use this Website for any purpose that is unlawful or prohibited by these terms and conditions;
  - c. impersonate any person;
  - d. distribute viruses, corrupt files, or any other similar software or programs that may damage the operation of any computer hardware or software;
  - e. collect or store personal data about other users of this Website; or
  - f. engage in any other conduct that inhibits any other person from using or enjoying this Website.
- e. We reserve the right, in our sole discretion, to cancel unconfirmed or inactive accounts. We reserve the right to refuse service to anyone, for any reason, at any time. Wild Iris Books Marketplace may, in its sole discretion, change eligibility criteria at any time.

## INFORMATION PROVIDED BY SELLERS

Much of the information on this Website is provided by our Sellers, including all of the information relating to the products that may be purchased from those Sellers. While we believe that our Sellers are reliable sources of this information, we cannot be responsible for such information.

## WARRANTIES AND LIABILITY

- a. All express or implied warranties, representations, statements, terms and conditions relating to these terms and conditions or this Website that are not contained in these terms and conditions, are excluded to the maximum extent permitted by law.
- b. In particular, and without limiting paragraph (a):
  - a. while we endeavor to provide a convenient and functional Website, we do not guarantee that your requirements will be met or that your use of this Website will be uninterrupted, error free or that this Website or the server from which it operates them are free of viruses or other harmful components; and
  - b. we cannot be responsible for any loss, corruption or interception of data sent to or from our Website which occurs outside of our computer systems (such as those

which occur while being sent over the internet).

- c. We recommend that you install and use up-to-date anti-virus and firewall software on your computer.
- c. Nothing in this agreement excludes, restricts or modifies any term, condition, warranty, right or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded, restricted or modified.
- d. If any term, condition or warranty is implied into this agreement and we are able to limit your remedy for a breach of such a term, condition or warranty, then our liability for breach of the term, condition or warranty is limited to one or more of the following at our option:
  - a. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
  - b. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- e. Subject to our obligations under the implied terms, conditions or warranties referred to above, and to the maximum extent permitted by law, our maximum aggregate liability for all claims under or relating to these terms and conditions or this Website, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to US\$100.
- f. Subject to our obligations under the implied terms, conditions or warranties referred to above, and to the maximum extent permitted by law, we are not liable for, and no measure of damages will, under any circumstances, include:
  - a. special, indirect, consequential, incidental or punitive damages; or
  - b. damages for loss of profits, revenue, goodwill, anticipated savings or loss or corruption of data, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
  - c. Our liability to you is diminished to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

#### **VARIATION OF THIS WEBSITE**

We may from time to time and without notice, vary, modify or discontinue, temporarily or permanently, any component or this entire Website (including the Sellers that may be included from time to time on this Website).

#### **OUR LINKS AND ADVERTISEMENTS**

We have not reviewed any of the sites linked to this Website or any advertisements included on this Website, and are not responsible for the content or accuracy of any sites linked to this Website or any such advertisements. The inclusion of any such link or advertisement does not imply that we endorse the linked site or advertisement.

#### **LINKING TO THIS WEBSITE**

- a. We encourage you to provide links to this Website. While you may use the name "Wild Iris Books Marketplace" in the text of any such link, you may not use the Wild Iris Books Marketplace logo or any of our other trademarks without our prior written consent.
- b. You must not frame this Website, or represent or imply that any part of the Website belongs to anyone other than us.
- c. If we notify you that we object to the manner in which you provide links to this Website, you must immediately cease providing such links.

#### **PRIVACY POLICY**

In using this Website, you may give us personal information in which you have certain rights. By using this Website, you grant us consent to use your personal information in accordance with our [privacy policy](#), which forms a part of these terms and conditions.

#### **GENERAL**

- a. Neither party will be liable for any delay in performing any of its obligations under these terms and conditions if such delay is caused by circumstances beyond the reasonable control of that party.
- b. If any part of these terms and conditions is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- c. These terms and conditions are governed by the laws of the State of Florida, United States, and you irrevocably submit to the exclusive jurisdiction of the courts of the State of Florida and of the United States.
- d. These terms and conditions constitute the entire agreement between us and you in relation to this Website and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to this Website.
- e. Your use of this Website is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use of this Website, including sending you electronic notices.
- f. The provisions of these terms and conditions which by their nature survive termination or expiry of these terms and conditions will survive termination or expiry of these terms and conditions.
- g. The term "including" when used in these terms and conditions is not a term of limitation.
- h. Any notices shall be given by postal mail to Wild Iris Books Marketplace, 802 W University Ave, Gainesville, FL 32601.