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## **Terms and Conditions BoBo's Boutique, [www.bobosboutique.lk](http://www.bobosboutique.lk)**

Many thanks for visiting BoBo's Boutique

bobobsboutique.lk provides the content and services available on the site to you subject to the following terms and conditions, our privacy policy and other terms and conditions and policies which you may find throughout our site in connection with certain functionality, features or promotions as well as customer service, all of which are deemed a part of and included within these terms and conditions. By accessing or using the Site, you are acknowledging that you have read, understand and agree, without limitation or qualification, to be bound by these terms and conditions.

### **Privacy Policy**

#### **What information about customers do we gather?**

The information we learn from customers helps us to personalize and continually improve your shopping experience. Here are the types of information we gather.

- **Data you provide Us:** We receive and store any information you enter on our web site or give us in any other way. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing future shopping experiences for you, improving our store, and communicating with you.
- **Automatic Information:** We receive and store certain types of information whenever you interact with us. For example we use "cookies," and we obtain certain types of information when your web browser accesses any of our websites or advertisements and other content served by or on behalf of us on other web sites.
- **E-mail Communications:** To help us make e-mails more useful and interesting, we often receive a confirmation when you open e-mail from us if your computer supports such capabilities. If you do not want to receive e-mail or other mail from us you could use the unsubscribe option available in every mail we send.

#### **What about Cookies?**

Cookies are unique identifiers that we transfer to your device to enable our systems to recognize your device and to provide features such as personalized advertisements on other web sites and storage of items in your shopping Cart between visits.

The help feature on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Additionally, you can disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the Web site of its manufacturer. We

recommend that you leave them turned on. For instance, if you block or otherwise reject our cookies, you will not be able to add items to your shopping cart, proceed to checkout, or use products and services that require you to Sign in.

*Information about our customers are an important part of our business, and we are not in the business of selling it to others.*

**Third-Party Service Providers:** We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, providing search results and links, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

**With Your Consent:** Other than as set out above, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

#### **How Secure are your Information?**

We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input.

Bank / Payment details are directly typed on respective secured servers and details are not kept with us.

It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

#### **Delivery Policy**

You can track your order at our online shop by logging into your account. Please note that orders can only be delivered to an address within areas covered by the chosen courier. As such all prices and special offers available on this site are only applicable for deliveries carried out by the said courier companies. We do not ship to A.P.O. and P.O. Boxes.

#### **Electronic Communication**

When you use our website, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site or through other websites. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### **Intellectual Property**

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#### **License and access**

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### **Limitation of liability**

The site is presented "as is". We make no representations or warranties of any kind whatsoever, expressed or implied, in connection with these terms and conditions or the site, including but not limited to warranties of merchantability, non-infringement or fitness for a particular purpose, except to the extent such representations and warranties are not legally excludable. You agree that, to the fullest extent permitted by applicable law, we will not be responsible or liable (whether in contract, tort (including negligence) or otherwise under any circumstances, for any interruption of business, access delays or access interruptions to the site, data non delivery, corruption, destruction or other modification, loss or damages of any sort incurred as a result of dealings with or the presence of off website links on the site, computer viruses, system failures or malfunctions, which may occur in connection with your use of the site, any inaccuracies or omissions in content or events beyond our reasonable control.

Further to the fullest extent permitted by law, we will not be liable for any indirect, special, punitive, incidental or consequential damages of any kind related to the site or your use thereof regardless of the form of action whether in contract, tort (including negligence) or otherwise, even if we have been advised of the possibility of such damages and in no event shall our maximum aggregate liability exceed one hundred rupees (Rps. 100.00).

You agree that no claims or action arising out of, or related to, the use of the site or these terms and conditions may be brought by you more than one (1) day after the cause of action relating to such claim or action arose.

### **Indemnification**

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your use of the site or breach of these terms and conditions.

### **Your account**

If you use our website you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. BoBo's Boutique does sell products for children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. BoBo's Boutique reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

### **Reviews, Comments, Communications, and other content**

Visitors may post reviews, comments, photos, and other content; and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not

illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. BoBo's Boutique reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. If you do post content or submit material, and unless we indicate otherwise, you grant BoBo's Boutique a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant BoBo's Boutique and sub licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify BoBo's Boutique for all claims resulting from content you supply. BoBo's Boutique has the right but not the obligation to monitor and edit or remove any activity or content. BoBo's Boutique takes no responsibility and assumes no liability for any content posted by you or any third party.

#### **Risk of loss**

All items purchased from BoBo's Boutique are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

#### **Returns, refunds and title**

We are confident that you will enjoy your products bought at BoBo's Boutique. If for some reason you have a need to return your order, please contact us at [welcome@bobos.lk](mailto:welcome@bobos.lk). Any refund will be made by the same method as payment was received for your order or a suitable replacement. A full refund consists of the amount debited to your card or received as payment for that specific product, plus shipping costs. Our goal is your satisfaction.

#### **Returning of products is subject to the following conditions:**

The product must be shipped back to us. Return shipping costs are not refundable unless the return is the result of our error, such as a product defect.

We cannot accept a product return after 14 days from delivery.

We cannot accept a product return that has been largely consumed.

We cannot accept a product return if you have simply changed your mind, such as a preference for a different product.

#### **Product description**

BoBo's Boutique attempts to be as accurate as possible. However, BoBo's Boutique does not warrant that product descriptions or other content of any product is accurate, complete, reliable, current, or error-free. If a product offered by BoBo's Boutique itself is not as described, your sole remedy is to return it in unused condition.

#### **Pricing**

Except where noted otherwise, the list price or suggested price displayed for products excludes shipping charges unless otherwise stated and excludes taxes payable to regulatory institutions and customs offices. List price or suggested price displayed in currencies other than US Dollars, is to be considered for reference only. Exchange rates at the time of the purchase will be applied by the payment gateway and transacting banks.

### **Taxation**

Each customer is responsible for the taxes owed if there is a tax on those items in their state/country upon delivery. If items are returned due to customs duty/taxations, the resulting fee will be deducted before refunding payments.

### **Site policies, modifications, severability S**

We reserve the right to make changes to our site, policies, service terms, and these conditions of use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

### **Disputes**

With respect to any dispute regarding the site, all rights and obligations and all actions contemplated by these terms and conditions shall be governed by the laws of Sri Lanka as if the terms and conditions were a contract wholly entered into and wholly performed within Sri Lanka. Any dispute relating in any way to your visit to the site shall be referred to accordance with the rules of the Sri Lanka, by sole arbitrator, and the arbitration proceedings shall be held in English Language. Any payment related disputes will be handled by BoBo's Leisure (PVT) Ltd. Ahungalla, Sri Lanka.

### **General**

You acknowledge and agree that these terms and conditions constitute the complete and exclusive agreement between us concerning your use of the site, and supersede and govern all prior proposals, agreements, or other communications.

We reserve the right, in our sole discretion, to change these terms and conditions at any time by posting the changes on the site and providing notice of such change. Any changes are effective immediately upon posting to the site and release of notice of such change. Your continued use of the site thereafter constitutes your agreement to all such changed terms and conditions. We may, with or without prior notice, terminate any of the rights granted by these terms and conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the site.

Nothing contained in these terms and conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions shall be unenforceable or invalid under any applicable law or be so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render these terms and conditions unenforceable or invalid as a whole but these terms and conditions shall be modified, to the extent possible, by the adjudicating entity to most fully reflect the original intent of the parties as reflected in the original provision.

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Best regards Team BoBo's Boutique