

# **Terms & Conditions**

*Site Covered: [www.wolfeconsignment.com](http://www.wolfeconsignment.com)*

**THE AGREEMENT:** The use of this website and services on this website provided by WOLFE (hereinafter referred to as "Company") are subject to the following Terms & Conditions (hereinafter the "Agreement"), all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

## **1. DEFINITIONS**

The parties referred to in this Agreement shall be defined as follows:

- a) **Company, Us, We:** The Company, as the creator, operator, and publisher of the Website, makes the Website, and certain Services on it, available to users. WOLFE, Company, Us, We, Our, Ours and other first-person pronouns will refer to the Company, as well as all employees and affiliates of the Company.
- b) **You, the User, the consignor, the Client:** You, as the user of the Website, will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User, consignor or Client.
- c) **Parties:** Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

## **2. ASSENT & ACCEPTANCE**

By using the Website, You warrant that You have read and reviewed this Agreement and that You agree to be bound by it. If You do not agree to be bound by this Agreement, please leave the Website immediately. The Company only agrees to provide use of this Website and Services to You if You assent to this Agreement.

## **3. AGE RESTRICTION**

You must be at least 18 (eighteen) years of age to use this Website or any Services contained herein. By using this Website, You represent and warrant that You are at least 16 years of age and may legally agree to this Agreement. The Company assumes no responsibility or liability

for any misrepresentation of Your age. If you are under 16, you accept to only use this website under the supervision of a legal guardian or parent.

#### **4. LICENSE TO USE WEBSITE**

The Company may provide You with certain information as a result of Your use of the Website or Services. Such information may include, but is not limited to, documentation, data, or information developed by the Company, and other materials which may assist in Your use of the Website or Services ("Company Materials"). Subject to this Agreement, the Company grants You a non-exclusive, limited, non-transferable and revocable license to use the Company Materials solely in connection with Your use of the Website and Services. The Company Materials may not be used for any other purpose, and this license terminates upon Your cessation of use of the Website or Services or at the termination of this Agreement.

#### **5. INTELLECTUAL PROPERTY**

You agree that the Website and all Services provided by the Company are the property of the Company, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that You will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

In order to make the Website and Services available to You, You hereby grant the Company a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content You publish, upload, or otherwise make available to the Website ("Your Content"). The Company claims no further proprietary rights in Your Content.

If You feel that any of Your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of Our users, please contact Us and let Us know.

## **6. USER OBLIGATIONS**

As a user of the Website or Services, You may be asked to register with Us. When You do so, You will choose a user identifier, which may be Your email address or unique username, as well as a password. You may also provide personal information, including, but not limited to, Your name, address, payment details etc. You are responsible for ensuring the accuracy of this information. This identifying information will enable You to use the Website and Services. You must not share such identifying information with any third party, and if You discover that Your identifying information has been compromised, You agree to notify Us immediately in writing. Email notification will suffice. You are responsible for maintaining the safety and security of Your identifying information as well as keeping Us apprised of any changes to Your identifying information. The billing information You provide us, including credit card, billing address and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of Your identifying information. Providing false or inaccurate information, or using the Website or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

## **7. PAYMENT & FEES**

In consideration for the services provided, payment method provided by users when setting up their account shall be charged depending on the amount at the checkout page. If you have not created an account with us, you can checkout as a guest and make payments accordingly. All prices are as described on the on the website. All Payment must be made in full before we can process delivery. We may occasionally offer discounts on some items sold on this website. Any such discounts or promotional offer shall be at our discretion.

You may be asked to supply certain information relevant to your Purchase including, without limitation, your name, your phone number, house address, email address, delivery address, card details and any such information needed by us for you to complete payments. We take security seriously, as a result all card payments through this website are processed by Stripe, our secure online payment gateway.

## **8. SHIPPING & DELIVERY**

Once an order has been made, we will package your order and arrange for delivery. All delivery information including price is displayed on the product page. We do not have a

standard price for delivery and price(s) may vary depending on your method of delivery. You agree to pay for the costs of delivery, unless the delivery is marked as free.

The costs relating to delivery are added to the basket upon checkout. You will be shown a grand total to include the price of the product/item as well as the delivery charges. This total is charged to the payment card used to make the purchase. This information will be displayed in the order confirmation email sent to you.

## **9. REFUND AND CANCELLATION POLICY**

All orders are final with no recourse to a refund or cancellation.

We may only provide a refund or cancellation if there is a damage or misrepresentation upon the delivery of the item. If you believe an item/product purchased has been misrepresented or damaged upon delivery, you must immediately notify us within 24 hours of delivery. You shall immediately send us an email with photo evidence of the damage and misrepresentation. If approved by us, you can send the item back. You are liable for the cost of the return. Upon receiving the item, we will carry out further inspection. If we believe the damage was not a result of negligence or there was no misrepresentation, we will not accept the return will send the item back to you.

The right to return does not extend to the following pieces: Typos and misspellings, product selection mistakes (i.e. product size, style or cover choices), colour differences between your home computer and the display on our website are not covered under our cancellation/refund Policy. You are responsible for such actions and will be held liable for such negligence or errors.

If your return is accepted, please note that only the original purchase price of the product/item will be refunded, any outbound delivery charges will not be refunded. Refund will be processed via the original payment method provided within 30 days of accepting the return.

## **10. ACCEPTABLE USE**

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of the Company.

a) You further agree not to use the Website or Services:

- I. To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- II. To violate any intellectual property rights of the Company or any third party;
- III. To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV. To perpetrate any fraud;
- V. To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI. To publish or distribute any obscene or defamatory material;
- VII. To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII. To unlawfully gather information about others.

## **11. REVERSE ENGINEERING & SECURITY**

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website or Services;
- b) Violate the security of the Website or Services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

## **12. DATA LOSS**

The Company does not accept responsibility for the security of Your account or content. You agree that Your use of the Website or Services is at Your own risk.

## **13. INDEMNIFICATION**

You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold Us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Your use or misuse of the Website or Services, Your breach of this Agreement, or Your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defence, if the Company wishes.

#### **14. MODIFICATION & VARIATION**

The Company may, from time to time and at any time without notice to You, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

To the extent that any part or sub-part of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

You agree to routinely monitor this Agreement to note modifications or variations and agree to clear Your cache when doing so to avoid accessing a prior version of this Agreement. You agree that Your continued use of the Website after any modifications to this Agreement is a manifestation of Your continued assent to this Agreement.

In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

#### **15. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

#### **16. SERVICE INTERRUPTIONS**

The Company may need to interrupt Your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that Your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

## **17. TERM, TERMINATION & SUSPENSION**

The Company may terminate this Agreement with You at any time for any reason, with or without cause. The Company specifically reserves the right to terminate this Agreement if You violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If You have registered for an account with Us, You may also terminate this Agreement at any time by contacting Us and requesting termination. Please keep in mind that any outstanding payments will still be due even after termination of Your account. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

## **18. NO WARRANTIES**

You agree that Your use of the Website is at Your sole and exclusive risk. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Website will meet Your needs or that the Website will be uninterrupted, error-free, or secure. You agree that any damage that may occur to You, through Your computer system, or as a result of loss of Your data from Your use of the Website is Your sole responsibility and that the Company is not liable for any such damage or loss.

## **19. LIMITATION ON LIABILITY**

You acknowledge that your use of the website and its services is completely your responsibility. You understand that there may be security issues with the Site and its services, and that any information you provide or receive while using them could be intercepted and later acquired by unauthorised parties. You understand and agree that you use the Site and its services at your own risk. Recognizing this, you acknowledge and agree that Wolfe and its suppliers and licensees will not be liable to you for any direct, indirect, incidental, special, consequential, punitive, exorbitant, or other damages of any kind, including without limitation damages for loss of profits, goodwill, use, data, or other tangible or intangible losses, or any other damages based on contract, tort, strict liability, or any other legal theory.

Any actions we take—or do not take—in response to communications you send us; any use or inability to use the site or its services; unauthorised access to or alteration of your transmissions or data; statements or conduct of any third party on the site or through its services; human error; technical failures; failures; any injury or damage to computer equipment; inability to fully access the app or service or any other website; theft, tampering, destruction, or unauthorised access to your information.

The exclusion of certain warranties and the limitation or exclusion of liability for incidental or consequential damages are prohibited in some jurisdictions. Some of the above limitations may not therefore apply to you.

## **20. GENERAL PROVISIONS:**

- a. **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.
- b. **JURISDICTION, VENUE & CHOICE OF LAW:** Through Your use of the Website or Services, You agree that the laws of the State of Washington shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following state: Washington. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non convenient or similar doctrine.
- c. **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following state: Washington. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the following state: Washington. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort



claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. *Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this sub-part, be litigated.*

The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

- d. **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.
- e. **NO WAIVER:** In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
- f. **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
- g. **NO AGENCY, PARTNERSHIP OR JOINT VENTURE:** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.
- h. **ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email Us at the following address:  
[Support@wolfeconsignment.com](mailto:Support@wolfeconsignment.com)