

TERMS & CONDITIONS

Last Updated: 01.09.25

Welcome to Everlasting Bonds ("Website"). These terms and conditions ("Terms") govern your use of this Website, including all pages within this Website. By accessing or using this Website, you accept and agree to be bound by these Terms. If you do not agree with these Terms, please do not use this Website.

1. ACCEPTANCE OF TERMS

By using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms as well as our Privacy Policy. Your continued use of the Website after any modifications to these Terms constitutes your acceptance of such changes.

2. ELIGIBILITY

This Website is intended for users who are at least 18 years old. If you are under 18, you may only use the Website with the permission of your parent or legal guardian.

3. MODIFICATIONS TO TERMS

We reserve the right to update or modify these Terms at any time without prior notice. Any changes to these Terms will be posted on this page. Your continued use of the Website after such changes constitutes your agreement to the new Terms.

4. USER ACCOUNTS

4.1 Registration

To access certain features of the Website, you may be required to create an account. You agree to provide accurate, complete, and up-to-date information during registration.

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

4.2 Account Security

You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We are not liable for any loss or damage resulting from your failure to safeguard your account credentials.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership of Content

All content, designs, logos, graphics, images, software, and other materials on this Website (collectively, "Content") are the intellectual property of Everlasting Bonds or our licensors. You may not copy, reproduce, republish, distribute, or exploit any part of the Website or Content without express written permission from us.

5.2 Limited License

You are granted a limited, non-exclusive, non-transferable license to access and use the Website solely for personal, non-commercial purposes. This license does not allow you to resell or commercially exploit the Website or its Content without prior written consent.

6. USER-GENERATED CONTENT

6.1 Submission of Content

The Website may allow you to submit, upload, post, or otherwise transmit content (e.g., comments, reviews, feedback) ("User-Generated Content"). By submitting User-Generated Content, you grant us a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable right to use, modify, reproduce, and distribute your content in any medium.

6.2 Prohibited Content

You agree not to submit any User-Generated Content that:

- Is false, misleading, or defamatory;
- Violates any third-party rights, including intellectual property rights;
- Contains viruses or harmful code;
- Is offensive, threatening, or harmful to others.

6.3 Monitoring and Removal

We reserve the right (but are not obligated) to monitor, edit, or remove User-Generated Content that we determine, in our sole discretion, violates these Terms or is otherwise objectionable.

7. PROHIBITED USES

You agree not to use the Website in any way that:

- Violates any applicable laws or regulations;
- Is fraudulent, harmful, or unlawful;
- Attempts to gain unauthorized access to the Website, servers, or databases;
- Introduces malware, viruses, or other harmful software to the Website.

8. PRODUCT AND SERVICE TERMS (IF APPLICABLE)

8.1 Purchasing

If the Website offers goods or services for sale, the following terms apply. All purchases made on the Website are subject to our [Refund Policy], which may be updated from time to time. Prices are subject to change without notice.

8.2 Payment

You agree to provide accurate payment information when making a purchase. You authorize us to charge the payment method you provide for the total amount of your order, including taxes and shipping fees if applicable.

8.3 Shipping and Delivery

We will ship products to the address provided during checkout. Shipping times are estimates and not guaranteed. We are not responsible for any delays caused by third-party carriers.

9. DISCLAIMERS AND LIMITATION OF LIABILITY

9.1 Disclaimer of Warranties

The Website is provided on an "as-is" and "as available" basis. We make no warranties or representations about the accuracy or completeness of the Website's Content, and we disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

9.2 Limitation of Liability

To the maximum extent permitted by law, Everlasting Bonds and its affiliates shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your use or inability to use the Website or its Content.

10. PRIVACY POLICY

Your use of the Website is subject to our [Privacy Policy], which is incorporated into these Terms by reference. Please review the Privacy Policy for information on how we collect, use, and share your personal information.

11. THIRD-PARTY LINKS

The Website may contain links to third-party websites. These links are provided for your convenience only. We do not endorse and are not responsible for the content or practices of any third-party websites. You access these sites at your own risk.

12. INDEMNIFICATION

You agree to indemnify and hold harmless Everlasting Bonds, its affiliates, officers, employees, and agents from and against any claims, damages, liabilities, and expenses arising out of or related to your violation of these Terms or your use of the Website.

13. TERMINATION

We reserve the right to terminate your access to the Website, without notice, if we believe you have violated these Terms or for any other reason in our sole discretion. Upon termination, your right to use the Website will immediately cease.

14. GOVERNING LAW AND JURISDICTION

These Terms are governed by and construed in accordance with the laws of [Your State/Country], without regard to its conflict of law principles. You agree that any dispute arising under or relating to these Terms or your use of the Website will be subject to the exclusive jurisdiction of the courts located in [Your State/Country].

15. MISCELLANEOUS

15.1 Severability

If any part of these Terms is found to be unenforceable, the remaining sections will still apply and be enforceable. If needed, the invalid section will be adjusted to make it enforceable while staying true to its original intent.

15.2 Waiver

If we don't enforce any part of these Terms, it doesn't mean we are waiving our right to do so in the future. Any waiver of rights must be in writing to be effective.

15.3 Force Majeure

We are not responsible for failing to meet our obligations if caused by events beyond our control, such as natural disasters, power outages, or government restrictions.

15.4 Assignment

You cannot transfer your rights or obligations under these Terms to anyone else without our written permission. We can transfer our rights or obligations to another party, for example, if our company merges or is sold.

15.5 Independent Contractors

Nothing in these Terms creates a partnership or employment relationship between you and [Your Business Name]. We are independent parties.

15.6 Headings

The headings in these Terms are for convenience only and don't affect the meaning of the sections.

15.7 Entire Agreement

These Terms, together with our Privacy Policy, represent the complete agreement between you and Everlasting Bonds regarding your use of the Website. Any prior agreements or communications are replaced by these Terms.

16. Product disclaimer

We strive to create beautiful memorial jewellery that honours your wishes. However, please understand the final outcome may differ slightly from your vision. Our stones are crafted from resin, which can naturally contain small bubbles. While we do our best to minimize their appearance, some bubbles may still be visible. By purchasing our products, you acknowledge and agree to these terms."

17. CONTACT US

If you have any questions or concerns about these Terms, please contact us at:

Everlasting Bonds

Everlastingbondsjewellery@hotmail.com

14 campbell st

Greenmount, QLD, 4359