

TERMS OF SERVICE

Last Updated: January 20th, 2024

This website is operated by Dale Luck as a sole trader within the UK. Throughout the site and the policies provided, the terms “we”, “us” and “our” refer to Dale Luck. The site and all information, tools and services on the site are provided to you, conditioned upon your acceptance of all terms, conditions and policies noted here.

By visiting our site and/or purchasing from us, you engage in our 'Service' and agree to be bound by the following terms, including those mentioned herein, accessible by external links and through the footer of this website.

These Terms of Service apply to all users of the site, with no exception. Please read them carefully before accessing our website. By accessing and using this website, or purchasing something from us, you agree to be bound by these Terms, and if you do not abide by them you may be refused service.

Any new featured or tools added to the site are also subject to these Terms. The most up-to-date version of the Terms may always be found on this page. We reserve the right to update or replace any part of these Terms of Service by updating this page, and it is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

1. Online Store Terms

By agreeing to the Terms of service, you agree that:

- a. You represent the age of majority in your given state or province
- b. You may not use our products for an illegal or unauthorised purpose nor may you, in the use of the Service, violate laws in your jurisdiction (such as copyright laws)
- c. You must not transmit any worms or viruses or any code of a destructive nature
- d. You must not spam the emails and contact information provided for Dale Luck

A breach or violation of any of the above Terms will result in immediate termination of your services.

2. General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information) may be transferred unencrypted over various networks in the facilitation of the Service, and changes may be made to it to confirm and adapt to technical requirements of connecting networks and devices. Credit card information is always encrypted during transfer.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided without our express written permission.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

3. Accuracy of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the only reason for making a decision without consulting more accurate, complete or timely sources of information. Any reliance on the material on this site comes at your own risk.

This does not apply to the accuracy of provided product information, which should reflect an accurate description and price. In the event that it does not, due to technical or human error, the information you see at checkout via Stripe will be more accurate. In the event that the Stripe information is itself wrong, we endeavour to alert you to this before continuing with a sale and providing an option to return and fully refund your order if you wish.

We reserve the right to modify the contents of this site at any time, but have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes.

4. Service and Product Prices

Prices for our products are subject to change without notice, and we reserve the right at any time to modify or discontinue the Service and the products held therein without notice at any time. We are not liable to you or any third-part for the modification, price change, suspension or discontinuance of the Service.

5. Product Details

Products and services provided on this site are subject to the return or exchange only in accordance with our Return Policy and your statutory rights.

We have made every effort to display as accurately as possible the colours and images of our product and show how the final product appears in person. We cannot guarantee your computer monitor's display of colours is accurate to the physical work.

We reserve the right to limit the sales of our products and Services to any person, geographic region or jurisdiction. We may exercise this on a case-by-case basis. We also reserve the right to limit the quantities of any products or services we offer.

All descriptions of products and pricing of products are subject to change at any time without notice at our own discretion.

6. Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, on a case-by-case basis, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders place by or under the same customer account, same credit card and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we will attempt to notify you by contacting the email address and/or billing address and/or phone number provided when the order was made. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers or distributors.

You agree, as part of the above, to provide current, complete and accurate purchase and account information via Stripe for any purchases made at our store. Your agree to promptly

update your account and other information so that we can complete your transactions and contact you as needed.

For more information on your rights to return, see our Returns Policy.

7. Contact Information

Questions on the Terms of Service should be sent to us at support@daleluck.com.