## **TERMS AND CONDITIONS**

Please read these terms and conditions carefully before using our services.

### **Interpretation and Definitions**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

- "Melting Flame Candles" (referred to as either "We", "Us" or "Our" in this Agreement) refers to the brand which operates this Website.
- "Country" refers to Cyprus.
- "Content" refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- "Device" means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- "Feedback" means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- "Products" refers to the products or items offered for sale on the Service.
- "Orders" means a request by You to purchase Products from Us.
- "Promotions" refer to contests or other promotions offered through the Service.
- "Service" refers to the Website.
- "Terms and Conditions" (also referred as "T&Cs") mean these Terms and Conditions that form the entire agreement between You and Melting Flame Candles regarding the use of the Service.
- "Website" refers to <u>www.meltingflamecandles.com</u> which sells candles.
- "You" means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

# Acknowledgment

These are the T&Cs governing the use of this Service and the agreement that operates between You and Us. These T&Cs set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these T&Cs. These T&Cs apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these T&Cs. If You disagree with any part of these T&Cs then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with our Privacy Policy and our Shipping, Returns and Refunds Policy. Please read our policies before using Our Service.

#### Content

### **Backups**

Although regular backups of Content are performed, We do not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

We will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that We have no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

## **Copyright Policy**

# Intellectual Property Infringement

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.

# **Your Information**

If You wish to place an Order for Products available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

# **Order Cancellation**

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Products availability
- Errors in the description or prices for Products

#### Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

### **Your Order Cancellation Rights**

Any Products you purchase can only be returned or refunded in accordance with these T&Cs and Conditions.

### **Availability, Errors and Inaccuracies**

We are constantly updating Our offerings of Products on the Service. The Products available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Products on the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

#### **Prices Policy**

We reserve the right to revise our prices at any time prior to accepting an Order.

The prices quoted may be revised by Us subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of Us. In that event, You will have the right to cancel Your Order.

# **Payments**

Payment can be made through various payment methods we have available, such as Visa, MasterCard, Affinity Card, American Express cards or online payment methods.

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

### **Promotions**

Any Promotions made available through the Service may be governed by rules that are separate from these T&Cs.

If You participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these T&Cs, the Promotion rules will apply.

## **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern these T&Cs and Your use of the Service.

## **Disputes Resolution**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting Melting Flame Candles.

# For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

# **Severability and Waiver**

#### Severability

If any provision of these T&Cs is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these T&Cs shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

# **Changes to These Terms and Conditions**

We reserve the right, at Our sole discretion, to modify or replace these T&Cs at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

# **Contact Us**

For further inquiries, please email us at meltingflame.candles@hotmail.com.