

Hallmark Australia Purchase Terms

Effective Date: 27 August 2021

These purchase terms apply to all online transactions with Hallmark Australia and Hallmark Australia Properties, via hallmarkaustralia.myshopify.com.

- 1. Purchase of Products or Services.** Prices, fees, taxes, and charges are shown in Australian Dollars unless expressly stated otherwise. You agree to pay all fees, taxes and charges incurred through your purchase of any products or services at the time of purchase and at the rates in effect for the billing period in which such fees, taxes and charges are incurred. Hallmark Australia does not provide refunds or credits if the price for particular products or services previously purchased by you is lowered or is later part of a promotional offer.
- 2. Returns/Refunds.** Hallmark Australia is not currently able to process returns for items purchased online. If you received an item that was faulty or was damaged during shipping, please contact ausconsumercare@hallmark.com for instructions regarding a replacement or refund. Hallmark Australia reserves the right to limit or suspend its refund policy in circumstances of excessive use, abuse, or suspected fraud.
- 3. Payment Disputes.** You must notify us in writing within seven (7) days after receiving your credit/debit card statement, if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be sent to ausconsumercare@hallmark.com.
- 4. Limits/Restrictions.** We reserve the right, at our sole discretion, to limit the quantity of items purchased or sent per person, per household, or per order, including limiting the number of cards or messages you may send using the Hallmark Australia Properties or the number of recipients to whom you send such cards or messages. These restrictions may be applicable to orders placed by the same account, the same payment card, and also to orders that use the same billing and/or shipping address. We will provide notification to the customer should such limits be applied.
- 5. Order Cancellation.** There may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason, including due to lack of availability, and including after your order has been submitted. For your convenience, you will not be charged until your payment method is authorized, the order information is verified for accuracy and your order is shipped. We may also require additional verifications or information before accepting any order.
- 6. Product Information Disclaimer.** Occasionally, information on Hallmark Australia Properties may contain typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing and/or availability. Hallmark Australia reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice, including after your order has been submitted. We use reasonable efforts to display as accurately as possible the colors of the products shown on the Hallmark Australia Properties, but because the colors you see will depend on your monitor or device, we cannot guarantee that your screen's display of any color will be accurate. We do not offer rainchecks.

7. **Taxes.** Our fees are net of Australian GST or any other applicable Sales Tax (defined below). If any Services, or payments for any Services, are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to us, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify us for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this Section 7, "Sales Tax" means Australian GST or any other sales or use tax, and any other tax measured by sales proceeds, that Hallmark is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.