



The Aurum Project

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Refunds, Terms & Conditions and Privacy Policy of the Aurum Project Book Barn, Members Area & Website

1. Definitions
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1. DEFINITIONS

- "commercial" means any dealing with an Aurum Project resource, directly or indirectly, which is intended for or contributes to commercial advantage or private monetary compensation (for example, publishing or selling the resource).
- "licence" means the agreement between you and The Aurum Project governing your use of the resource, on the terms of this document.

- "AP" means The Aurum Project Ltd, ABN 4516217370, of 107/ 20 Dale St, Brookvale, NSW, Australia 2100.
- "resource" includes all material offered by AP, including any publications, reports, downloadables, resources or other subject matter.
- "use" means any manner of dealing with the resource. This includes reproducing, distributing, publishing, communicating, exploiting or commercialising, renting, performing, broadcasting or displaying the resource in any form over any medium.
- "you" or "user" means the individual or entity using AP resources.
- "we", "us" and "our" refer to AP.
- "service" by visiting our site and/ or purchasing or downloading something from us, you engage in our service
- Aurum Project Book Barn is the online store selling new and secondhand books

2. RETURNS AND REFUNDS POLICY: Book Barn/ Ecwid online store

2.1 Returns

Our policy lasts 30 days. If 30 days have gone by since your purchase, unfortunately we can't offer you a refund or exchange.

To be eligible for a return, if purchased new, your item must be unused and in the same condition that you received it. Downloadable ebooks are non-returnable.

To complete your return, we require a receipt or proof of purchase.

Please do not send your purchase back to the publisher or manufacturer.

There are certain situations where only partial refunds are granted: (if applicable)

- New books with now obvious signs of use

- Any item not in its original condition, is damaged or missing parts for reasons not due to our error
- Any item that is returned more than 30 days after delivery.

2.2 Refunds (if applicable)

Once your return is received and inspected, we will send an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund.

If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within ten working days.

2.3 Late or missing refunds (if applicable)

If you haven't received a refund yet, first check your bank account again then contact your credit card company, next contact your bank. There is often some processing time before a refund shows. If you've done all of this and you still have not received your refund, please contact us at info@aurumproject.org.au

2.4 Sale items (if applicable)

Only regular priced items may be refunded, unfortunately sale items cannot be refunded.

2.5 Exchanges (if applicable)

We only replace items if they are defective or damaged. If you need to exchange it for the same item, send us an email at info@aurumproject.org.au and send your item to: The Aurum Project, 110/20 Dale St, Brookvale NSW Australia 2100

2.6 Returns Shipping

To return your product, you should mail your product to: The Aurum Project, 107/20 Dale St, Brookvale NSW Australia 2100.

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

If you are shipping an item worth over AU\$75, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.

3. SHIPPING

3.1 Shipping Costs and delivery times

Our shipping costs and delivery times are standard from Australia Post. We use the latest Australia Post arrangements for parcels and express shipping at the time of despatch. Purchasers phone contact will be added to the item for tracking purposes. Your orders are usually dispatched within 2 working days (except during Christmas periods, and public holidays).

If your online order is placed after 2.30pm Monday to Friday, it may not always be processed by us until the following working day.

3.2 Delivery to remote areas

Delivery to remote areas may take longer. Please note we rely on Australia Post to provide delivery services, we cannot guarantee delivery times. If your order doesn't arrive within the given timeframe, please inform us at info@aurumproject.org.au

3.3 International delivery

International shipping costs and delivery times are standard from Australia Post. We use the latest Australia Post arrangements and tracking for parcels at the time of despatch.

3.3 Signature on delivery

Australia Post does not require a signature for delivery unless otherwise specified. Customers not in attendance when an order is delivered may find their parcel left at the residence in a safe spot i.e. letterbox or will receive a card with information on collection of the order. Australia Post does not redeliver items which have been transferred to a local post office for collection.

3.4 Late delivery

AP will not be liable for late delivery by Australia Post. If a delivery is late, please inform us as soon as possible at, info@aurumproject.org.au Enquiries may take some time but we aim to resolve all delivery problems within two (2) weeks from the day of the complaint.

3.5 Damaged products

Upon receipt of products ordered, please check that the products are as you ordered. Any delivery anomalies (missing or broken products, parcel

damaged, etc). Please notify us info@aurumproject.org.au specifying the nature of the problem.

4. TERMS AND CONDITIONS

These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Our website is hosted on MembershipWorks.

Our online e-commerce platform is Ecwid which streams the category of Books from the Harbord Homeopathic Clinic website to this website.

4.1 Online store terms

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

4.2 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 and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

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 express written permission by us.

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

4.3 Accuracy, completeness and timeliness 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 sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

4.4 Modifications to the service and prices

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

4.5 Products or services (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our 2. RETURNS/ REFUNDS POLICY.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Many items/books for sale are of a second-hand quality and have been labelled as such in the online shop. The cover may vary from that shown in the image in the online shop, there may be underlining and highlighting in the text of the book, the former owners name may appear, there may be many signs of a previous owner, with general wear and tear. However, some of the second-hand books may appear to be untouched and new.

4.6 Accuracy of billing and account information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the 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 may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review [2 RETURNS/ REFUNDS POLICY](#)

4.7 Optional tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

4.8 Third-party links

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them

before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

4.9 User comments, feedback and other submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these **Terms of Service**.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

4.10 Personal information

Your submission of personal information through the store is governed by our Privacy Policy.

4.11 Errors, inaccuracies and omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update, edit date or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

4.12 Prohibited uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website,

other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

4.13 Disclaimer of warranties; limitation of liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall AP, our directors, management committee, employees, affiliates, agents, contractors, interns, volunteers, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any

of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

4.14 Indemnification

You agree to indemnify, defend and hold harmless AP and our parent, subsidiaries, affiliates, partners, officers, directors, management committee, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, volunteers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

4.15 Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

4.16 Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

4.17 Entire agreement

The failure by us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

4.18 Governing law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Australia.

4.19 Changes to terms of service

You can review the most current version of the Terms of Service at any time at [this page](#).

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

5. PRIVACY POLICY

5.1 What do we do with your information?

When you purchase something from our AP store, as part of the buying and selling process, we collect the personal information you give us such as your name, address and email address.

We have no access to your credit card information.

When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

5.2 Consent

When you provide us with personal information to complete a transaction, verify your credit card, place an order, arrange for a delivery or return a purchase, we imply that you consent to our collecting it and using it for that specific reason only.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

5.3 Disclosure

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

5.4 MembershipWorks

Our website is hosted by MembershipWorks.

Our online shop is run through Ecwid and we stream the Books category from the Harbord Homeopathic Clinic website Ecwid store. The Harbord Homeopathic Clinic provides us with the online e-commerce platform that allows us to sell our products to you. Your data is stored through the Ecwid or MembershipWorks data storage, databases. They store your data on a secure server behind a firewall.

In your member profile in MembershipWorks you have the option to anonymise/erase personal data. You have the right to request the removal of your personal data.

In your member profile in MembershipWorks you can opt to have automatic recurring billing where your credit card detail is stored and automatically billed each period elected. MembershipWorks uses the direct payment gateway Stripe to complete your purchase, which stores your credit card data. It is encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). PCI-DSS requirements help ensure the secure handling of credit card information.

MembershipWorks has a GDPR compliant Data Processing Addendum (DPA) to their terms of service. AP has acknowledged their Terms of Service.

In Ecwid, your purchase transaction data is stored only as long as is necessary to complete your purchase transaction. After that is complete, your purchase transaction information is deleted.

5.5 Third party services

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

5.6 Security

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with a AES-256 encryption although no method of transmission over the Internet or electronic storage is 100% secure.

5.7 Age of consent

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

5.8 Changes to this privacy policy

We reserve the right to modify this privacy policy at any time. Changes and clarifications will take effect immediately upon their posting on the website.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or want more information contact us at info@aurumproject.org.au

Last reviewed 8/7/2023