

Terms of Use

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Narhex Australia Pty Ltd is a company with limited liability registered according Australian laws. We are producer and distributor of skin care treatments Moisturizer Type 2™, Facial Treatment, Eye Cream, Nuvoderm, Facial Lift & Gel Cleanser. We are the owner of trade marks NARHEX CROSS-LINKED 10/1™, NUVODERM™ NarAHA™ and NarElastin™.

This website is designed to provide a convenient, private and informative shopping experience for consumers to purchase products essential to life with fewer wrinkles. Accessible 24 hours a day, 7 days a week, the www.narhexmax.com.au (herein referred to as "*the Website*") offers details about Narhex Australia products along with clinical trial and results information, videos and blog articles, provided to help consumers make educated purchasing decisions. Narhex Australia and its subsidiaries and affiliates (herein referred to as "*we*", "*us*", "*our*") want each visitor to this website (herein referred to as "*you*") to have a safe, pleasurable visit. For this reason we have established the following terms and conditions so that we (we and you) know what to expect from each other.

By using the Website you agree to be bound by the terms set forth herein. We may make changes to the Website, these Terms of Use, or the policies and conditions that govern the use of the Website at any time. We encourage you to review the Website and these terms periodically for any updates or changes. Your continued access or use of the Website shall be deemed your acceptance of these changes and the reasonableness of these standards for notice of changes.

Copyright

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Without limiting the above, you may not use any part of the website including any photos on the website to establish, maintain or provide your own publication, website or other means of distribution. If such permission is granted by us, an active link to the Website is required as a source of the information.

All rights reserved. All trademarks and copyrights are the property of their respective holders.

Privacy Policy

Narhex Australia Pty Ltd / 3 Guardians Pty Ltd is dedicated to the protection of individual privacy issues and committed to the responsible handling of personal information online. Your privacy is extremely important to us. Set out below are details of our online information practices, adhering to the guidelines as specified by [the Office of the Privacy Commissioner National Privacy Principles \(NPP\) Guidelines of 2001](#).

Collected information:

When you register as a member of the Website, we collect a certain amount of personal information from you (such as name, e-mail, address, etc.) so that you can order and enquire upon our products efficiently and as required. As specified by NPP, we only collect personal information as required for our business activities with you. All personal information is contained internally and kept confidential. We use your return e-mail addresses only to respond to incoming e-mails and we do not share such addresses or any other personally identifiable information with any outside parties for any reasons. This information is reviewed regularly and whatever is not specifically required for business activities is discarded permanently.

Data security:

To prevent unauthorized access, maintain data accuracy and ensure the appropriate use of information, we have put in place appropriate physical, electronic and managerial procedures to safeguard and secure the information we collect online. All information is permanently and immediately deleted upon request from you at any time. We also do not keep or record sensitive information such as credit card numbers which would be in breach with Australian laws.

Registration system on the Website

Having an account as a registered member will give you access to your history of orders and your profile details such as name, e-mail, address, telephone, password, security question. The account will be created automatically while you place your first order or you can create it manually by clicking on the "Create an account" button.

Note: You do NOT need to be logged in so you can order or build your loyalty discount. You need to be logged in only to see your order history or change your details. If you change your e-mail address, you can log in and change it in your details as well so you do not lose your loyalty discount.

Limitation of liability regarding faulty information:

You are obligated to provide us with truthful and accurate information about yourself during the registration process. We have no liability and we are not to be held responsible for any misunderstandings and losses caused by inaccurate and untruthful information you have provided us. We may terminate your access, or suspend your access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, a third-party Provider, Merchant, Sponsor, Licensor, service provider, or us.

Our Rights

Because customer service is paramount to our business, we reserve the right to refuse to sell products to you if it reasonably appears to us that you intend to resell the products. In addition, we reserve the right to limit quantities of items purchased by each customer. In addition, we reserve the right to cancel any order or part of an order, or refuse service to anyone for any reason. Such reasons may include, but are not limited to, unauthorized coupon

use, product availability, price discrepancy or pricing error. We reserve the right to charge fees or extra shipping charges for any product that is backordered. We also reserve the right to change the terms of any offer or promotion at any time without notice. We reserve the right to change product packaging or formulation and any changes will be announced on our web site.

Payments

When you place an order on the Website, you may pay for the goods using an International Credit Card (Visa, MasterCard, Diner, Amex), money order to Narhex Australia or a PayPal account (for international orders) and additionally - Fax order form for Australian and New Zealand orders. We do not charge your credit card until after your order has entered the shipping process. By ordering as a registered member, you build a loyalty discount level and you receive discounts for quantity and loyalty.

Shipping policy

All products on the Website are available to be shipped out immediately (meaning we have them in stock). All orders are shipped out from Australia. All orders (including international ones) will be dispatched within 3 days. Usually we process every order within 24 hours. All weekend orders will be batched on Monday. Packages are being shipped via Registered Post International. It is an added security service for parcels up to 2 kg/ 4.5 lbs, offering signature on delivery. The fee is shown and calculated during the ordering process in the chosen currency. If you wish to have a tracking number, the order will be sent via DHL or another courier company. To do so, you need to check the box "I wish to receive a tracking number" during the ordering process. This would automatically add \$4 Australian dollars to your order or its equivalent in the chosen currency.

Please, note that deliveries to: Italy, Nigeria, Vietnam, India, Indonesia, Malaysia, Philippines, Thailand, India, China, Hong Kong, Macau and Brazil can be made ONLY if a tracking number is requested.

Delivery is typically within 3 (three) to 10 (ten) business days and not more than 21 (twenty one) business days. You may refer to the international buyer information below for further details about delivery schedule. We are not responsible for any delays caused by 3rd parties such as postal service or courier. However, if the package is lost, we would resend your order to you at our cost.

Important for International Buyers:

- √ Import duties, taxes and charges are not included in the item price or shipping charges. These charges are the buyer's responsibility.
- √ Please check with your country's customs office to determine what these additional costs will be prior to placing the order.
- √ Delivery Time is usually 7 - 10 business days and not more than 21 business days for all international deliveries. Please, note that this is estimated delivery time and there is no guarantee of specific delivery time.

Country	Approx. Delivery Time Estimates
Australia & New Zealand	3-5 working days
Asia Pacific ¹	5-8 working days
Western Europe ²	5-10 working days
USA, Canada, Middle East ³	5-10 working days
Rest of the world ⁴	7-10 working days

1. Asia Pacific includes the following countries: Bangladesh, Bhutan, Brunei, Cambodia, China, Cook Islands, Fiji, Guam, Hong Kong, India, Indonesia, Japan, Kiribati, Korea (North & South), Laos, Macau, Malaysia, Maldives, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, Niue, Papua New Guinea, Philippines, Singapore, Solomon islands, Sri Lanka, Taiwan, Thailand, Tonga, Tuvalu, Vanuatu, Vietnam, Western Samoa
 2. Western Europe includes the following countries: Austria, Belgium, Denmark, Finland, France, Greece, Germany, Iceland, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom
 3. USA, Canada & Middle East include the following countries: Afganistan, Armenia, Azerbaijan, Bahrain, Canada, Iran, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgystan, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Syria, Tajikistan, Turkmenistan, United Arab Emirates (UAE),USA, Uzbekistan, Yemen
 4. Rest of the world includes the following countries: Alaska, Albania, Algeria, Andorra, Angola, Antigua and Barbuda, Argentina, Azores, Bahamas, Barbados, Belarus, Belize, Benin, Bermuda, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, Bulgaria, Burkina Faso, Burundi, C.I.S (Russia), Cameroon, Cape Verde, Cayman Islands, Central African Republic, Chad, Chile, Colombia, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Falkland Islands, Islands, French Guyana, Gabon, Gambia, Georgia, Ghana, Greenland, Grenada, Guadeloupe, Guatemala, Guinea, Guinea-Bissa, Guyana, Haiti, Hawaii, Honduras, Hungary, Jamaica, Kenya, Malawi, Mali, Malta, Mauretania, Mauritius, Mayotte, Mexico, Miquelon, Moldova, Monaco, Montserrat, Morocco, Mozambique, Namibia, Nicaragua, Niger, Nigeria, Panama, Paraguay, Peru, Poland, Puerto Rico, Republic of South Africa, Réunion, Romania, Rwanda, Saint Helena, Saint Kitts and Nevis, Saint Lucia, Somalia, Sudan, Suriname, Swaziland, Tanzania, The Comoros, Togo, Trinidad and Tobago, Tunisia, Turkey, Turks and Caicos Islands, Uganda, Ukraine, Uruguay, Vatican City, Venezuela, Virgin Islands, Western Sahara, Yugoslavia (Former Yugoslavian Republics of Macedonia and Serbia), Zambia, Zimbabwe
- √ We are not responsible for carrier transit time. This information is provided by the carrier and excludes weekends and bank holidays. Note that delivery times may vary, particularly during peak periods or inclement weather conditions.
 - √ All items will be dispatched from our warehouse in Sydney Australia directly.
 - √ Please, note that deliveries to Brazil, Italy, Nigeria, Vietnam, India, Indonesia, Malaysia, Philippines, Thailand, India, China, Hong Kong, Macau will be made ONLY if a tracking number is requested.

Limited warranty

Narhex Australia warranty covers the product quality and performance for a period of 45 days from the date of invoice. We have return policy in force for any defects in materials or manufacture workmanship. Narhex skin treatments are hypoallergenic; however, in rare cases of allergies or high sensitivities, we enforce our return policy as well.

Narhex limited warranty does not cover damages caused by incorrect storage of the products such as:

- √ prolonged exposure to excessive temperature or direct summer sunlight in which the products can reach a temperature of F 104/ 40 C or above for 2 hours or more;
- √ leaving the product open for more than 24 hours;
- √ failure to comply with storage warning to keep the skin treatments in a clean dry cool environment, especially during hot summer months, at the temperature of 68F/ 20C or less;
- √ failure to comply with recommended daily use storage at room temperature (between 68F/ 20C and 86F/ 30C);
- √ failure to comply with recommended long term storage at the temperature of 68 F/ 20C or in a fridge for 3 months or more.

Money back guarantee

In case of lack of Customer's satisfaction from using Narhex skin treatments, you may return the products within 45 days from the date of invoice. Please, follow these steps:

1. Send us an e-mail at info@narhexmax.com.au stating your reason of returning the goods and number of invoice for your order;
2. Follow instructions given by the customer service representative who would contact you within normal 72 business hours (excluding public holidays) to take any necessary action to remedy problems covered by this warranty;
3. Send the goods AND the invoice back to us via post to the following address:
Narhex Australia Pty Ltd.
POB 359 Avalon
NSW 2107
Australia
4. Receive the refund covering the full invoiced value of your purchase or part of it in case the faulty product(s) do not comprise the whole order. The refund would be issued within 5 business days after the return shipment has been received. The refund would be sent to you via credit card or PayPal account.

Damaged goods replacement

In case of damaged goods delivery, Narhex Australia will enforce the return policy if the claim is in 7 working days after arrival-guarantee period. We will replace the damaged products at our cost. In this case, notify us at info@narhexmax.com.au about the damage and number of invoice of your order. Within 3 working days after a request for damage goods replacement is placed, we would ship out the replacement order.

Limitation of liability

Under no circumstances shall we or other party involved in creating, producing, or distributing the Website be liable for any direct, indirect, incidental, special, or consequential damages for loss of profits, good will, use, data or other intangible losses (even if we have been advised of the possibility of such damages) that result from:

- 1) the use of or inability to use the Website;
- 2) the cost of procurement of substitute goods and services resulting from any goods, data, information or services, purchased or obtained or messages received or transactions entered into through or from the service;
- 3) unauthorized access to or alteration of your transmission or data; 4) statements or conduct of any third party on the Website; or
- 5) any other matter relating to the service. You hereby acknowledge that this paragraph shall apply to all content, merchandise, and services available through the Website. Where exclusion or limitation of liability for consequential or incidental damages is not allowed, liability is limited to the fullest extent permitted by law.

You agree to indemnify and hold us, and our subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post to or transmit through the Website, your use of the Website, your connection to the Website, your violation of the Terms of Use, or your violation of any rights of another.

When you use the Website and place an order, this mean you have read and understood these terms of use and you have accepted them. We reserve the right to change these terms of use at any time without prior notice. It is your obligation to read and accept them before you place an order or use the products.