

TERMS OF SERVICE - POCKET PERFECTION

Last Updated: 28 July 2025

1. INTRODUCTION

Welcome to Pocket Perfection (the "Website"). These Terms of Service ("Terms") govern your access to and use of the Website, which acts as a curated directory of women's clothing products ("Products") from various third-party brands and retailers ("Third-Party Retailers"). By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Website.

2. WEBSITE FUNCTIONALITY & NATURE OF SERVICE

Pocket Perfection provides a platform for users to browse women's clothing Products. We manually curate and list these Products. The Website displays Product information and images sourced from Third-Party Retailers and provides links that redirect you to the relevant Third-Party Retailer's website where you may purchase the Product.

We Do Not Sell Products: Pocket Perfection is not a retailer and does not sell any Products directly. All purchase transactions occur solely between you and the Third-Party Retailer on their respective websites.

Affiliate Links: Some of the links on our Website may be affiliate links. This means we may earn a small commission if you click on the link and make a purchase from the Third-Party Retailer, at no additional cost to you. Our editorial content is not influenced by affiliate partnerships.

3. THIRD-PARTY WEBSITES & CONTENT

Links: The Website contains links to websites owned and operated by Third-Party Retailers. When you click these links, you will leave Pocket Perfection.

No Endorsement: We provide these links for your convenience only. The inclusion of any link does not imply endorsement, approval, or control by us of the Third-Party Retailer, their website, or the Products they offer.

Third-Party Terms: Your interaction with any Third-Party Retailer's website is subject to their own terms of service and privacy policies. We strongly advise you to review these before engaging in any transaction.

No Responsibility: We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, goods, or services available on or through any Third-Party Retailer website.

4. PRICING, AVAILABILITY & INFORMATION ACCURACY DISCLAIMER

Information Source: Product descriptions, images, colours, pricing, and availability information displayed on the Website may be sourced from Third-Party Retailers.

Manual Updates: We strive to keep Product information, including prices, reasonably up-to-date through manual checks and updates (aiming for weekly, but this is not guaranteed).

No Guarantee of Accuracy: Despite our efforts, we cannot guarantee the accuracy, completeness, or timeliness of the information presented. Prices and availability are subject to change without notice on the Third-Party Retailer's website. Always verify the final price, availability, and Product details directly on the Third-Party Retailer's website before making a purchase.

Disclaimer: We expressly disclaim any liability for inaccuracies, errors, or omissions in the Product information presented on the Website.

5. INTELLECTUAL PROPERTY

Our IP: The Website design, logo, text, graphics, layout, and underlying code ("Website Content") are the property of Pocket Perfection and are protected by copyright and other intellectual property laws. You may not copy, modify, distribute, sell, or lease any part of our Website Content without our express written permission.

Third-Party IP: All Product names, brand names, logos, Product images, and descriptions ("Third-Party Content") displayed on the Website are the property of their respective Third-Party Retailers or owners. This Third-Party Content is used on Pocket Perfection for identification and informational purposes only (i.e., to direct you to the Product on the retailer's site). No ownership or endorsement is claimed or implied by its use.

6. PROHIBITED CONDUCT

You agree not to use the Website to:

- Violate any applicable laws or regulations.
- Scrape, data-mine, or harvest information from the Website without our express written permission.
- Interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available.
- Transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.
- Attempt to gain unauthorised access to any portion of the Website.
- Use the Website for any fraudulent or unlawful purpose.

7. UNSOLICITED COMMERCIAL COMMUNICATIONS

Commercial Solicitations via Customer Forms

Customer enquiry forms on this website are intended solely for genuine customer service, product enquiries, and support requests from actual or prospective customers of Pocket Perfection.

Any commercial entity, individual, automated system, bot, or script that submits marketing offers, SEO services, web design proposals, advertising services, or other unsolicited business solicitations through customer service forms agrees to pay Pocket Perfection a consultation fee of AUD \$120 (inclusive of GST where applicable) for the time required to review and respond to such commercial communications.

Automated Submissions

Use of automated systems, bots, scripts, or other non-human methods to submit commercial solicitations through customer forms constitutes acceptance of these terms by the controlling entity, company, or individual responsible for such automated systems.

Professional Services Fee Structure

This fee reflects the reasonable commercial cost of:

- Initial review and assessment of unsolicited proposals
- Administrative time to process and respond to commercial communications
- System resources consumed by automated submissions
- Opportunity cost of diverting resources from genuine customer enquiries

Payment Terms

Fees for unsolicited commercial communications are payable within 30 days of invoice. Continued use of customer service channels for commercial solicitation after receiving notice of these terms constitutes acceptance of ongoing consultation charges.

Legitimate Business Enquiries

This clause does not apply to pre-arranged business communications, authorised partnership discussions, or enquiries specifically directed to designated business development contacts.

8. LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

Use At Your Own Risk: The Website is provided on an "as is" and "as available" basis. Your use of the Website is at your sole risk.

No Warranties: To the fullest extent permitted by applicable law (including the Australian Consumer Law), we disclaim all warranties, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Website will be uninterrupted, error-free, secure, or free of viruses.

Liability Limitation: To the fullest extent permitted by law, Pocket Perfection (including its co-founders) shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the Website; (b) any conduct or content of any third party on the Website, including Third-Party Retailers; (c) any content obtained from the Website, including reliance on potentially inaccurate Product information; or (d) unauthorised access, use, or alteration of your transmissions or content. This limitation applies regardless of whether the alleged liability is based on warranty, contract, tort, negligence, statute, or any other legal theory. Nothing in these Terms is intended to exclude, restrict or modify any rights that you may have under the Australian Consumer Law or other applicable legislation which may not be excluded, restricted or modified by agreement.

9. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of New South Wales and the Commonwealth of Australia, without regard to conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in New South Wales, Australia for the resolution of any disputes arising out of or relating to these Terms or your use of the Website.

10. CHANGES TO THESE TERMS

We reserve the right to modify these Terms at any time. We will indicate changes by updating the "Last Updated" date at the top of this page. Your continued use of the Website after any changes constitutes your acceptance of the new Terms. We encourage you to review these Terms periodically.

11. CONTACT US

If you have any questions about these Terms, please contact us at: info@pocketperfection.au