

Terms of use and Privacy Policy

OVERVIEW:

The website www.soleilclothing.com is completely owned and operated by *Soleil Clothing* – a children’s clothing brand. This store is hosted on the e-commerce platform **woo commerce Inc.** Throughout this document, the terms “Soleil”, “we”, “us” and “our” refer to *soleilclothing.com* while “you”, “your” and “user/s” refers to the user / visitor to the website. All the information, tools and services available to you on this site are offered to you, subject to your acceptance of the terms and conditions of *Soleil Clothing*.

All users, including users who are browsers, vendors, customers, merchants and/or contributors of content, engage in our service by merely accessing and browsing this website. By accessing the site and/or purchasing our products, you are unconditionally acknowledging, without limitation or qualification, to be bound by these terms of use. If you do not agree to these terms, please do not access the website or use any services.

Soleil Clothing reserves the unilateral right to change, update or replace any particulars of these Terms of Service at any time without any notice to its users. The latest version of the Terms of Use shall appear with the date of upload which can be reviewed by the user at any time on this page. It is the user’s responsibility to check periodically for changes. Your continued access to the website indicates acceptance of the updated terms regardless of whether you have read it or not.

ONLINE STORE TERMS:

To access and use our services, users must be above the age of 18 or have attained the age of majority in your state or province of residence. If you fall under this category, you may give consent to your minor dependents to use this site.

By accepting our terms, you agree to not use our products for illegal or unauthorized purposes or violate any jurisdictional laws. You will not, in use of service, violate the security of the site by transmitting viruses, worms, bugs or any programs or codes that may cause harm or be of a destructive nature. Such violations of breach of our terms will result in an immediate termination of your services.

GENERAL CONDITIONS:

All the content on this site is owned by us and/or our licensors which is protected by copyright laws. Without our explicit consent, the user cannot copy, reproduce or duplicate any content from our site including trademarks, logos, names, service marks etc. Users cannot exploit our service by attempting to sell or resell any portion of the site or the network on which the service is provided or hosted. All the headings mentioned in this agreement are included on the basis of convenience and do not affect the terms outlined in this document.



Soleil Clothing reserves the right to terminate the terms of use and refuse service at any time without any due notice.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION:

The information or materials made available to you on this site is provided on a general basis and should not be relied upon as the primary source of your decision. While we update information and add/remove content as and when necessary, we shall not be held responsible if the information is not precise, completely accurate or up-to-date. You acknowledge that any reliance upon any advice, statement or opinion distributed on this site is at your own risk. We reserve the right to correct any errors, modify any content or update any omissions in any part of the site at our own discretion but we are under no obligation to do so. You are solely responsible to monitor the changes on this site and keep up to date with information.

MODIFICATIONS TO THE SERVICE AND PRICES

We, in our sole discretion, can modify or discontinue part or parts of our Service at any time. We can also modify or change the prices of our products at any time at our sole discretion. We are under no obligation to notify you or any third party prior to making any modification, changes or suspension or discontinuance of our Service.

ERRORS, INACCURACIES AND OMISSION:

Errors, inaccuracies and omissions pertaining to typography, product details and availability, pricing, offers and promotions may occasionally be found in our site/service. Soleil reserves the sole right to correct these errors, inaccuracies and omissions at its convenience. Additionally updates, changes or cancellation of orders may be carried out without prior notice, as and when deemed necessary. Soleil shall not be held liable to update/amend information regarding the service including pricing information except as required by law.

PRODUCTS OR SERVICES

Soleil Clothing attempts to display the accurate description, colour, texture, images and any other information of the products that appear at our store. However, we cannot guarantee that the information provided is complete, accurate, reliable, current or free from error. All descriptions and prices of products are subject to change without prior notice at our discretion. We can discontinue the sale of any product or service at any time.

Specific products or services that are exclusively available online may have limited quantities. We retain the right to limit the quantities of these products or services. We also reserve the right to limit the sales of our products and services to any geographic location, jurisdiction, province or person. We may exercise this right case-by-case at our sole discretion.



It is mandatory to meet the criteria of our Return Policy when requesting a return or exchange of products, or else the request will be denied. Once the return or exchange request is accepted, the debited amount will be credited to your account. When prohibited, any offers or special discounts on this site for any of our services will be null and void.

In case any of the products, services or materials purchased obtained from this site does not suit your interests or meet your expectations, we are not responsible or held accountable.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

Soleil Clothing reserves the right to refuse any order you place with us. We may limit or cancel orders that classify as “bulk orders” / “fraud orders”. Bulk orders are classified as multiple orders placed for the same product at the same billing address or household, customer account or credit card. When we change or cancel an order, we may attempt to notify you via the provided email address, billing address and/or phone number at the time the order was placed. If an order, in our sole judgement, appears to be made by a dealer, reseller or distributor, we reserve the right to limit or cancel the order.

The user agrees to make available to us the necessary account information such as names, numbers, e-mail addresses, credit card numbers with their expiration dates and other personal information to complete the transaction of their purchases. The user agrees to provide only the current, accurate and complete account information for the purchases made at our store in order for us to contact them as needed.

THIRD PARTY TOOLS & LINKS:

The website may contain third-party tools or third-party hypertext links over which we claim no control. These materials are unmonitored by Soleil Clothing and presented ‘as is’ without any warranties from our site. References on this site to any names, products or services offered by third-party materials do not, in any way, constitute or imply an endorsement, sponsorship, condition or recommendation by Soleil Clothing.

If you decide to link or use the optional third-party tools or links which may direct you to third-party websites that are not affiliated with us, it is entirely at your own risk and discretion. We are not responsible whatsoever for examining or evaluating the actions, content, product or services of such pages and websites. We are liable for any harm, damages or complaints in relation to the product or service of the third-party providers that you visit via Soleil.

You should carefully review the terms and conditions and privacy policies of all relevant third-party providers and websites that you visit via our site. If we offer new services,



resources or features through the website in the future, they shall also be subjected to these Terms of Service.

USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If you send specific submissions, creative ideas, proposals, plans, suggestions, or other materials on our platform, with or without our request, in the form of online comments, emails or postal mail, we reserve the right to edit, copy, publish or distribute the material at our behest. You agree that we may do so at any time and without restriction. We are not obliged to pay you monetary compensation. We may also maintain the comments or material in confidence or respond to it in accordance to our will.

We may also restrict, monitor, edit or remove content that we determine unlawful, offensive, slanderous, defamatory, obscene, threatening, sexually explicit, vulgar, hateful or otherwise objectionable. You assert that the information, online comments or other materials sent to us do not violate the rights of third parties. These rights include copyright, privacy, personality, trademark or other rights bound by propriety.

You further assert that your comments shall not contain any bugs, viruses or other illegal malware that might affect the site or hamper the operation of our service. The user will refrain from using false email addresses, numbers or other information. They will not impersonate other people or try to mislead third parties with untrue information or claims. You hold full responsibility for your comments and their accuracy. Soleil Clothing assumes no liability for any of the comments made by third parties on our site.

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PROHIBITED USES:

Soleil Clothing prohibits usage of the website and its content for: unlawful purposes or inciting other parties to perform unlawful acts; violating international and state regulations; infringing on or violate intellectual property rights; harass, defame, harm or discriminate individuals; presenting false information; purposes of phishing, scamming and other acts; collect personal details of others; for obscene or immoral purposes.



DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY:

Soleil does not guarantee uninterrupted, secure, error-free service; our services may be suspended for an indefinite period of time or cancelled without prior notice at any point in time, as deemed necessary.

The user agrees that they use our services solely at their own 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 **Soleil clothing**, our directors, officers, employees, affiliates, agents, contractors, interns, 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.

INDEMNIFICATION:

You agree to indemnify, defend and hold harmless **Soleil clothing** and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including legal 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.

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.



TERMINATION

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.

Upon your failure to comply with any of the terms, 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).

SOLEIL CLOTHING PRIVACY POLICY

We are committed to treating data privacy seriously. This Privacy Policy outlines the approach of <https://soleilclothing.com> on how your personal data is collected, processed, used by us to fulfil the obligations under the applicable laws and regulations.

PERSONAL INFORMATION

Refer to our **Privacy Policy** to learn how we govern the personal information you submit through our store.

INFORMATION WE COLLECT ABOUT YOU

We automatically receive and store information about you when you visit our site. The information pertains to your web browser, IP address, the device through which you're logging in, your time zone as well as the cookies installed on the web browser. We may use this information for internal analysis in order to provide you with personalized location-based services such as advertising and search results. We also collect "device information" regarding the search terms used, individual web pages or products visited, and other information specific to your interaction with the site.

When you access our service and make a purchase or attempt to make a purchase, we collect certain data about you, such as your name, billing address, phone number, email address and payment information (like your credit card number). This information is referred to as "order information" in this privacy policy, while "personal information" refers to both the device information and order information.



HOW IS YOUR PERSONAL INFORMATION USED?

We use the order information to handle the purchase and delivery of your order requests. This includes the processing of payment and transactions, arranging for shipping and order confirmations. We also use this information to communicate with you, customize your user experience, and provide you with interest-based ads or information related to our products and services. We screen your orders with the information we have collected to avoid the potential risk of fraud. Additionally, this data is used to generate analytics about how visitors browse and interact with the site, which allows us to assess the success of our marketing and advertising campaigns.

DISCLOSURE OF PERSONAL INFORMATION

We may share your personal information with law enforcement authorities or regulatory bodies before whom it is mandatory to comply with the applicable law and regulations to carry out search warrants, respond to subpoenas or protect our rights.

DATA RETENTION & DISPOSAL

We retain your personal data on our systems or other third-party sites in an anonymised form for the purposes set out in this privacy policy. We may continue to retain this data until you ask us to delete your information from our records.

CHILDREN'S PRIVACY

The website is directed to be used by adults only. We do not knowingly solicit personal information from minors under the age of 18 years. If a user has shared any personal information for children under the age of 18, then the user represents that they have the authority to do so.

POLICY CHANGES

We may update this privacy policy from time to time to reflect the changes to our information practices or for other operational legal and regulatory reasons. Please check the privacy policy page from time to time to view these changes.

CONTACT US

If you have queries, questions or complaints in regards to our privacy practices, you may contact us by e-mail at customercare@soleilclothing.com.