

Terms and Conditions

Written by Administrator TaobaoNow

Saturday, 07 March 2009 17:08 - Last Updated Friday, 25 June 2010 13:17

Terms and Conditions

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to TaobaoNow.com. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing local Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorised actions against computer systems and data. We

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will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

Our Role and Your Responsibility

We are service provider. We provide Taobao.com buying service and international shipping service for the items we have bought on your behalf from Taobao.com. We purchase the items you have chosen on your behalf with your money as per your instruction. There is nothing to sell on this website and we do not hold any stock / goods / items to be purchased by you. The items are bought on your behalf, to be delivered to you with our shipping service. We are not resellers so we are not selling anything to you. We are your agent, acting on behalf of you. Our service fee is 10% of the total amount of the items to be purchased. The "Shopping Cart" you use is an instruction and permission to be given to us to use your money you have transferred to us to buy the items from Taobao.com on your behalf. Each complete transaction consist of 2 Payments, namely First Payment and Second Payment. Once you have paid the First Payment, you explicitly implied that you agree to complete the entire transaction, including the payment of the Second Payment. The First Payment is to be used to purchase the item(s) you have requested on your behalf, as well as our service fee. The Second Payment is the payment for the international shipping fee for the package to be delivered to you. Therefore, when you make the First Payment, you are giving us the permission to use your money to buy the items you have chosen on Taobao.com on your behalf, with the explicit intention to use our international shipping service to deliver the goods to you. The Second Payment amount to be requested will be solely calculated from weight and/or volume of your package, which contains the items you have purchased, and has absolutely no relation to the amount paid in the First Payment. This Second Payment will be used to pay for the international shipping fee, calculated by the rates stated on our website, particularly in the FAQ. When the first payment is received, it is agreed that you intend to complete the entire transaction, including the payment of the Second Payment. You have up to 90 days to settle the Second Payment from the date we requested it. If you failed to pay the Second Payment within 90 days from the date we requested it, it is explicitly implied that you allow us to deal with your package as we see fit. It is solely your responsibility to consider the relation between the cost of the item(s) and the weight/volume of the item(s) before making the First Payment. The method of calculation of the Second Payment is stated in our website, with the shipping fee calculator. We can also provide examples of how it will be calculated with estimated weight/volume provided by you upon your request. We will not provide refund of the first payment for any reason whatsoever, except when the item(s) you have requested to be purchased on your behalf is(are) not available.

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If your package is declared lost by courier (i.e. EMS / China Post / Hong Kong Post / etc), we will issue refund to you at the rate of 40 Yuan / kg, together with the shipping fee paid. If package is not delivered due to reasons including but not limited to, i) your change of address, ii) you were not present at the address, iii) you provided the wrong address, iv) you did not complete the customs requirements at the destination country, v) any other circumstances caused by you, and the package was returned to us, then, there is a return package fee of 100 Yuan plus the shipping fee for the reposting. We shall not be responsible for the delay of delivery by EMS / China Post / Hong Kong Post, as their service quality is beyond our control. You are solely responsible for all customs requirements at the destination country, including the payment of relevant customs fees or tax. It is your sole responsibility to ensure that it is legal to import the items ordered. We shall not be responsible if package is confiscated at the destination country due to whatsoever reason. If you file chargeback against any of those conditions stated above, your action will be deemed malicious and illegal, and we will report such cases to relevant legal enforcement authorities at your country. If you do not agree, please do not place order.

Confidentiality

Client records are regarded as confidential and therefore will not be divulged to any third party, other than if legally required to do so to the appropriate authorities. We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

Disclaimer Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

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- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages. This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Availability

You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

Log Files

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We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

Cookies

Like most interactive web sites this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting.

Links to this website

You may create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

Links from this website

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We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website. This Company's logo is a registered trademark of this Company.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

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Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General

By accessing this website [and using our services/buying our products] you consent to these terms and conditions in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason, then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been

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made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

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