



< <https://cardonomics.com.au> >



Search



Login / Signup  
My Account

## Terms of service

### IN GENERAL

Access to and use of this Website and the products and services available through this Website (collectively, the “Services”) are subject to the following terms, conditions and notices (the “Terms of Service”). By using the Services, you are agreeing to all of the below Terms of Service, which may be updated by us from time to time without notice. You should check this page regularly to take notice of any changes we may have made.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website without notice.

### PRIVACY POLICY

These Terms of Service incorporate our Privacy Policy, which sets out how we will use your information. By using this Website, you consent to the processing of information as described therein and certify that all data provided by you is accurate.



## **PROHIBITIONS**

You must not misuse this Website.

You will not: commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, logic bomb or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

## **INTELLECTUAL PROPERTY, SOFTWARE AND CONTENT**

The intellectual property rights in all software and content, including the Cardonomics brand and all other trademarks, trade names and logos made available to you on or through this Website remain the property of Cardonomics or its licensors and are protected globally by the relevant copyright laws and treaties. All such rights are reserved by Cardonomics and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, duplicate, copy, sell, distribute or otherwise reproduce or exploit, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

## **TERMS OF SALE**

By placing an order you acknowledge you are entering into a contract of sale with Cardonomics and are therefore subject to the following terms and conditions.

All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to stock availability and any guarantees or representations made in regards to delivery times are subject to any delays resulting from postal issues or force majeure, for which we will not be held responsible. Please refer to our Delivery Policy for further information.

In order to contract with Cardonomics you must be at least the age of majority in your state or province of residence, or 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. You must possess a valid credit or debit card issued by a bank acceptable to us. Cardonomics retains the right to refuse any request made by you.

## **Our Contract:**

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order – this email will not constitute acceptance of your order. A contract between us for the purchase of the goods will not be formed until your payment has been approved by us and we have debited your credit or debit card.

## **Pricing and Availability:**

While we endeavour to ensure all details, descriptions and prices appearing on this Website are accurate, errors (including processing or system-syncing errors) may occur. If we discover an error in the price, listing description or payment of any goods which you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or for the correct item, or cancelling it. If we are unable to contact you we will treat the order as cancelled. If the order is cancelled and you have already paid for the product/s, you will receive a full refund.

Cardonomics reserves the right to cancel, at any time before delivery and for whatever reason, an order that it has previously accepted. Cardonomics may do this for example, but without limitation, where:

Cardonomics suppliers are unable to supply Services that they have previously promised to supply;

An event beyond Cardonomics's control, such as storm, fire, flood, earthquake, terrorism, power failure, war, strike or failure of computer systems, means that Cardonomics is unable to supply the Services within a reasonable time;

Services ordered were subject to an error on the Website, for example, in relation to a description, price or image, which was not discovered prior to the order being accepted;

Services ordered are subject to specific quantity limits set out by us;

You ask Cardonomics to cancel your order.

Where applicable, prices are inclusive of GST. Delivery costs will be charged in addition and will be clearly displayed where applicable and included in the 'Total Cost'.

Our Services may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fill any orders that you may place based on information on the Service that may contain errors or inaccuracies.

Cardonomics's prices are subject to change without notice. We reserve the right to modify or discontinue Our Services (or any part or content thereof) without notice at any time.

## **Payment:**

Our website accepts payments using Visa, MasterCard and PayPal. Once your payment method has been validated, upon clicking "Place Order" we will debit the funds from your nominated form of payment immediately for the full order amount.

## **Discount Codes:**

We may from time to time offer promotional discount codes which may apply in respect to any or specified purchases made through this Website. The conditions of use relating to any discount code will be specified at the time of issue.

## **Gift Cards:**

Gift cards may be physical gift cards or E-Gift cards sent in an email. These are not redeemable for cash. No change will be given for a purchase made with a gift card. Our gift cards expire three years from the date of issue. E-Gift cards may take up to 24 hours to be delivered to the recipient's email after purchasing online. Gift cards are partially redeemable and it is up to the cardholder to use the full value within the validity period. Any unused balance will not be refunded or credited when the card expires. When the cost of a purchase exceeds the available card balance, the cardholder will be required to make up the difference with an alternate form of payment. Your gift card is treated as a form of tender and cannot be used on orders where the additional payment method selected is PayPal or another gift card. Purchases made using multiple gift cards will not be able to be processed on our Website however, if you wish to combine the value of two or more gift cards to be used on a single purchase, please contact our Customer Care Team. Gift Cards should be treated like cash. Cardonomics disclaims all responsibility for lost or stolen cards. Gift cards are strictly not transferrable. Gift cards may not be purchased with reward points, and their purchase will not earn reward points. Customers are not entitled to a refund on the purchase of a Cardonomics gift card.

## **DISCLAIMER OF LIABILITY**

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law, Cardonomics and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Cardonomics's liability for death or personal injury arising from its negligence, nor for fraudulent

misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

## **LINKING TO THIS WEBSITE**

You may link to our Website, provided you do so in a way that is fair and legal and does not damage or take advantage of our reputation. You must not establish a link in such a way to suggest any form of association, approval or endorsement where none exists.

You must not establish a link from any website that is not owned by you.

This Website must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

## **LINKS FROM THIS WEBSITE**

If we link to other third-party websites, we take no responsibility for the content of, and make no representations as to the accuracy of these websites.

## **INDEMNITY**

You agree to indemnify, defend and hold harmless Cardonomics, its directors, employees, contractors, agents and affiliates, from any and all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of these Terms of Service.

## **VARIATION**

Cardonomics shall retain the right at its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

## **COMPLAINTS**

We operate an established handling procedure which we use to try and resolve disputes when they first arise. Please let Customer Care know if you have any concerns or comments via [support@cardonomics.com.au](mailto:support@cardonomics.com.au).

## **WAIVER**

If you breach any of these conditions, failure by us to take action will not constitute a waiver of our rights and remedies arising from that breach and we reserve our entitlement to enforce our rights and remedies in relation to that breach or any other situation where you commit a breach of these Terms of Service. Any waiver of any provision of the Terms of Service will be effective only if it is in writing and executed by Cardonomics.

## **GOVERNING LAW AND JURISDICTION**

These Terms of Service are to be interpreted in accordance with the laws of Victoria, Australia and in the event of any dispute or claim associated with these Terms of Service, that dispute or claim shall be subject to the exclusive jurisdiction of Victoria, Australia.

## **SEVERABILITY**

Any provision in these Terms of Service which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms of Service or affecting the validity or enforceability of that



<

<https://cardonomics.com.au>>

## ABOUT US

Cardonomics is your new favourite online trading card store, specialising in all things TCG including **Pokemon TCG** <

<https://cardonomics.com.au/product-category/pokemon/>>, **Pokemon Booster Boxes** < <https://cardonomics.com.au/product-category/pokemon/pokemon-tcg-english/booster-box/>>, **Weiss Schwarz** < <https://cardonomics.com.au/product-category/weiss-schwarz/>>, **Japanese Pokemon TCG** < <https://cardonomics.com.au/product-category/pokemon/pokemon-tcg-japanese/>>, **English Pokemon TCG** < <https://cardonomics.com.au/product-category/pokemon/pokemon-tcg-english/>>, **One Piece** < <https://cardonomics.com.au/product-category/one-piece/>>, **Flesh and Blood TCG** < <https://cardonomics.com.au/product-category/flesh-and-blood/>>, **Sorcery TCG** < <https://cardonomics.com.au/product-category/sorcery-contested-realm/>>, **Dragon Ball Super** < <https://cardonomics.com.au/product-category/dragon-ball-super/>> and much more!. **Join our Facebook community and follow our socials in the links below for all the latest updates!**

## POLICY LINKS

Shipping Policy< <https://cardonomics.com.au/shipping-policy/>>  
Refund Policy< <https://cardonomics.com.au/refund-policy/>>  
Pre-order Policy< <https://cardonomics.com.au/pre-order-policy/>>  
Terms of Service< <https://cardonomics.com.au/terms-of-service/>>  
Privacy Policy< <https://cardonomics.com.au/privacy-policy/>>

## QUICK LINKS

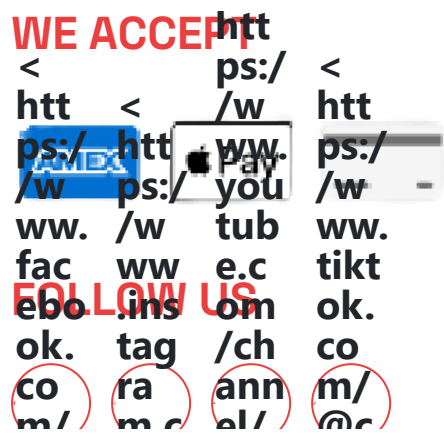
Shop All< <https://cardonomics.com.au/shop/>>  
About Us< <https://cardonomics.com.au/about-us/>>  
Contact Us< <https://cardonomics.com.au/contact-us/>>  
Faqs< <https://cardonomics.com.au/faqs/>>

**NEWSLETTER**

SEND



WE ACCEPT



FOLLOW US

Terms of Service < <https://cardonomics.com.au/terms-of-service/>> | Refund Policy < <https://cardonomics.com.au/refund-policy/>>

© Cardonomics 2023 all rights reserved

680 mic T\_P lan  
515 s33 tLK g=  
210 /> 09- en  
5/> hM >  
\_7u  
Q>