

Terms and Conditions

Accessing this website (“Site”) constitutes your agreement to the following Terms and Conditions (“Terms”). If you do not agree with these Terms, you may not access the Site.

The Site is operated by Dtribals Corp. (“DTribals,” “us” or “we”). We are a company incorporated in State of Illinois and our principal place of business is located at 1327 Bayou Path Court, Naperville, IL 60563 . We reserve the right to revise these Terms at any time. As such, you should check these Terms periodically. Changes will not apply to any orders we have already accepted unless the law requires otherwise. If you violate any of the terms of these Terms you will have your access canceled and you may be permanently banned from accessing the Site. If you access the Site after we have posted changes to these Terms, such access shall constitute your acceptance of those changes, whether or not you actually reviewed them. At the bottom of this page, we will notify you of the date these Terms were last updated.

Privacy

To view our Privacy and Security Policy, [click here](#). We created the Privacy and Security Policy to inform you about our collection and use of information we collect when you access the Site.

Copyright

You acknowledge that the Site contains information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material (collectively “Content”) that are protected by copyrights, trademarks, trade secrets, rights in databases and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Content is copyrighted as a collective work under copyright laws, and we own a copyright and/or database right in the selection, coordination, arrangement, presentment and enhancement of such Content. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from or adaptations of, or in any way exploit any of the Content, in whole or in part. If no specific restrictions are displayed, you may make copies of select portions of the Content, provided that the copies are made only for your personal use and that you maintain any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided in the preceding sentence or as permitted by the fair use privilege under the U.S. copyright laws (see, e.g., 17 U.S.C. Section 107), your legal rights in relation to “fair dealing” under European copyright law, or your legal rights under any other similar copyright law, you may not upload, post, reproduce, or distribute in any way Content protected by copyright, or other proprietary right, without obtaining permission of the owner of the copyright or other proprietary right. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Site or any information displayed on the Site, through the use of framing, deep linking or otherwise, except: (a) as

expressly permitted by these Terms; or (b) with our prior written permission or the prior written permission from such third party that may own the trademark or copyright of information displayed on the Site.

Intellectual Property Infringement

We rely on a network of independent affiliates, subsidiaries, agents, third-party product providers, third-party Content providers, vendors, suppliers, designers, contractors, distributors, merchants, sponsors, licensors and the like (collectively, "Associates") who supply some of the goods advertised on the Site and, in some cases, drop ship them directly to our customers. In accordance with the Digital Millennium Copyright Act, we are not liable for any infringement of copyrights, trademarks, trade dress or other proprietary or intellectual property rights arising out of Content posted on or transmitted through the Site, or items advertised on the Site, by our Associates. If you believe that your rights under intellectual property laws are being violated by any Content posted on or transmitted through the Site, or items advertised on the Site, please contact us promptly so that we may investigate the situation and, if appropriate, block or remove the offending Content and/or advertisements. It is our policy to disable access to infringing materials, and to terminate access of repeat infringers to the Site. In order for us to investigate your claim of infringement, you must provide us with the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you believe has been infringed;
3. A description of where the material that you claim is infringing is located or identified on the Site;
4. Your name, address, telephone number, and e-mail address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or intellectual property or authorized to act on behalf of the owner of the copyright or intellectual property.

The above information should be provided to our agent for notice of claims of copyright or other intellectual property infringement, who can be reached as follows:

By mail:

Copyright Agent
c/o DTribals corp
1327 Bayou Path Ct
Naperville, IL 60563

By e-mail:

Contact@DTribals.com

Trademarks

DTRIBALS.COM, DTRIBALS and other marks which may or may not be designated on the Site by a “™” “®” “SM” or other similar designation, are registered, pending or unregistered trademarks or service marks of DTribals in the United States and other countries. Our graphics, logos, page headers, button icons, scripts and service names are protectable under applicable trademark and trade dress law. Our trademarks and trade dress may not be used in connection with any product or service that is not authorized by us in writing, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us. All other trademarks not owned by us that appear on the Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

Site Access

You may not download (other than page caching) or modify the Site or any portion of it without our express, prior written consent. This includes: a prohibition on any resale or commercial use of the Site or its Content; any collection and use of any product listings, descriptions, or prices; any derivative use or making adaptations of the Site or its Content; any downloading or copying of account information for the benefit of another merchant; and any use of data mining, screen-scraping, robots, or similar data gathering and extraction tools. The Site or any portion of the Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express, prior written consent. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) without our express, prior written consent. You may not use any meta tags or any other “hidden text” utilizing our name or trademarks without our express, prior written consent.

Your Account

If you use the Site, you are responsible for maintaining the confidentiality of the information you submit through the “My Account” feature and the corresponding password, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under the “My Account” feature or password. We reserve the right to refuse service, terminate accounts and to remove or edit content submitted by you in the “My Account” area of the Site.

Export

The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and regulations.

Links

We are not responsible for the content of any sites that may be linked to or from the Site or any bulletin board associated with us or the Site. These links are provided for your convenience only and you access them at your own risk. Unless otherwise noted, any other website accessed from the Site is independent from us, and we have no control over the content of that other website. In addition, a link to any other website does not imply that we endorse or accept any responsibility for the content or use of such other website.

In no event shall any reference to any third party or third party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party.

Disclaimers And Limitations Of Liability

The Site is provided on an "AS IS," "as available" basis. We do not warrant that your use of the Site will be uninterrupted or error-free. We do not warrant the accuracy, integrity, or completeness of the Content provided on the Site, or the products or services offered for sale on the Site. We make no representation that Content provided on the Site is applicable or appropriate for use in locations outside of the United States. We specifically disclaim warranties of any kind, whether expressed or implied, including but not limited to warranties of title, implied warranties of merchantability or warranties of fitness for a particular purpose. No oral advice or written information given by us shall create a warranty. You expressly agree that your access to, viewing of, browsing, visiting or use of the Site is at your sole risk.

Under no circumstances shall we be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Site, including but not limited to reliance by a user on any information obtained at the Site, or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to our records, programs or services. Further, we are not liable for any direct, indirect, incidental, special, or consequential damages (including but not limited to lost opportunity costs, purchase of replacement product/s, and/or time of assembly) arising or resulting from your receipt of incorrect or incomplete product/s that you received as a result of a purchase on the Site. The foregoing limitation of liability shall apply whether in an action at law, including but not limited to contract, negligence, or other tortious action; or an action in equity, even if one of our authorized representatives have been advised of or should have knowledge of the possibility of such damages. You hereby acknowledge that this paragraph shall apply to all Content, merchandise and services available through the Site. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

Although we take steps to ensure the accuracy and completeness of product and third-party service descriptions posted on the Site, please refer to the manufacturer or Associates for details.

The products on our Site are intended for personal, not commercial or business use, unless otherwise indicated. As such, you assume the risk when purchasing products for a commercial or business use or application.

Online Conduct

You agree to use the Site only for lawful purposes. You are prohibited from posting on or transmitting through the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic, or otherwise objectionable material of any kind, including but not limited to any material that is or that encourages fraudulent activity or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, federal, or international law. You agree not to harass, advocate harassment, or to engage in any conduct that is abusive to any person or entity. You are prohibited from sending or otherwise posting unauthorized commercial communications (such as spam) through the Site. If we are notified of or suspect allegedly infringing, defamatory, damaging, illegal, or offensive Content provided by you (e.g., through an author chat, online review, or participation in our Community tab), we may (but without any obligation) investigate the allegation and determine in our sole discretion whether to remove or request the removal of such Content from the Site. We may disclose any Content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate the Site; or (iii) to protect our rights or property, our users and customers and/or you.

We reserve the right, but not the obligation, to prohibit conduct, communication, or Content that we deem in our sole discretion to be unlawful or harmful to you, the Site, Site users, our customers, our rights or any third party. We assume no liability for any action or inaction with respect to conduct, communication, or Content on the Site.

Your User Content Posted On The Site

For any information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material (collectively "User Content"), sent, transmitted, or uploaded by you on the Site, you agree to grant (i) us and our respective contractors and business partners a non-exclusive, transferable, sub-licensable, royalty-free, fully paid up, worldwide license in perpetuity to use, copy, publicly perform, digitally perform, publicly display, and distribute such User Content and to prepare derivative works based on, or incorporate into other works, such User Content, with or without attribution; and (ii) subject to the restrictions set forth in these Terms, all users an irrevocable, perpetual, non-exclusive, royalty-free license and right to use such User Content for each user's personal, non-commercial use. You understand that all your User Content may be visible to, sent to, and viewed by all other users of the Site, and you expressly waive any privacy rights you may otherwise have to your User Content. You agree to allow us, if we elect in our sole discretion, to email your User Content to other users.

You are solely responsible for your User Content and for the resolution of any disputes that arise between you and any other entity or individual because of your User Content. You agree not to post, upload, or transmit any User Content that violates the intellectual

property rights of any third party including: copyright, patent, trademark, trade secret, publicity or privacy rights, or any other proprietary right of any party. You understand and agree that we do not monitor but reserve the right to review and delete any User Content for any or no reason, including but not limited to User Content that, in our sole discretion, (i) violates these Terms, (ii) is offensive or illegal, or (iii) may harm, violate the rights of or threaten the safety of any User and/or any other individual or entity.

Your Consent To Notices

You agree that we have the right to send you certain information in connection with the Site. We may send you this and any other information in electronic form to the e-mail address you specified when you created an account through the Site. You may have the right to withdraw this consent under applicable law, but if you do, we may cancel your rights to access the Site. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you access and use the Site, you agree that you will have, or have access to, the necessary software and hardware to receive such notices. If you do not consent to receive any notices electronically, you agree to stop using or accessing the Site.

Termination Of Usage

We may terminate your access or suspend your right to 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, is in breach of these Terms or is harmful to the interests of other users, Associates, or us. In addition, we reserve the right to refuse an order from any customer in our sole discretion.

Usage By Minors

This Site is not intended for or directed to persons who are minors (typically persons under the age of 16, depending on where you live). Because we cannot prohibit minors from accessing the Site, we must rely on parents, guardians and those responsible for supervising minors to decide which materials are appropriate for minors to view and/or purchase. By registering with this Site, purchasing products from us or providing us with any information, you represent to us that you are legally permitted to enter into a binding contract (18 years of age or older in most jurisdictions) or, if you are under the legal age of consent, you have the express permission from your parent or guardian and that any information you provide to us is not inaccurate, deceptive or misleading.

We require that all purchases be made either (i) by individuals who are not minors and who can legally enter into binding contracts (typically persons 16 years of age or older, depending on where you live), or (ii) by minors with the permission of a parent or guardian to purchase items on the Site.

Tobacco Sales To Minors

We will not sell tobacco or tobacco related products to anyone who is not of legal age to purchase and use tobacco products under applicable law. We cannot be held responsible for minors purchasing tobacco or tobacco related products with a parent or

guardian's credit card. By placing your order for tobacco or a tobacco related product you are confirming that you are of legal age to purchase and use tobacco products in the state, country or territory where you are based. We may restrict the purchase of tobacco related products in your area.

Applicable Law

If you access the Site from anywhere in the United States or Canada, you agree that the laws of the State of Illinois , USA, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and DTribals.com.

Disputes

If you access the Site from within the United States or Canada, any dispute relating in any way to your visit to the Site, to these Terms, to our Privacy and Security Policy, to our advertising or solicitation practices or to products you purchase through the Site shall be resolved through binding confidential arbitration in Naperville, IL, rather than in court, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of Utah, USA and you consent to exclusive jurisdiction and venue in such courts. Arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. At arbitration, there is no judge or jury and court review of an arbitration award is limited. An arbitrator can award the same damages and relief as a court, on an individual basis, and must follow these Terms and Conditions as a court would. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. You agree that all dispute resolution proceedings will be conducted on an individual basis only, and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration you agree to waive any right to a jury trial.

Site Policies, Modification And Severability

Please review our [Privacy and Security Policy](#), [Shipping & Delivery Policy](#), [Oversized-Item Delivery](#), [Standard Return Policy](#), [Product-Specific Return Policies](#) (including: [Non-Returnable Items](#), [Non-Returnable Items](#), [Oversized-Item Return Policy](#), [International Return Policy](#), [Products Returned After 7 days](#), [Defective Product and Returns Due to Our Error](#)), [Refund Policy](#), and all other policies posted on the Site, all of which are incorporated herein by this reference. These incorporated policies also govern your visit to the Site. We reserve the right to make changes to the Site, any incorporated policies, and these Terms at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

How To Order Through The Site

After placing an order, you will receive an email from us acknowledging that we have received your order (“**Order Confirmation**”). Please note that this does not mean that

your order has been accepted. Your order constitutes an offer to us to buy a product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email confirming the shipment of your order (the “**Shipping Confirmation**”). A contract with us will only be formed when we send you the **Shipping Confirmation**. The contract will relate only to those products whose shipment we have confirmed in the **Shipping Confirmation**. We will not be obliged to supply any other products which may have been part of your order in a separate **Order Confirmation**. We reserve the right to cancel your order at any time before we have accepted it and we may rescind our acceptance and cancel your order where there has been an obvious error in price or where the product is no longer in our or our third party fulfillment provider's inventory.

Prices, Availability, And Errors

Products on the Site are subject to change without notice. Errors will be corrected when discovered. Our Site contains a large number of products and it is always possible that, despite our best efforts, some of the products listed on our Site may be incorrectly priced, the quantity or availability of a product may have changed just prior to you placing your order or other errors may be displayed on the product page. We will normally verify prices, availability and confirm there are no errors on the product page as part of our dispatch procedures.

Where a product's correct price is less than our stated price, we will charge the lower amount when dispatching the product to you. If a product's correct price is higher than the price stated on our Site, we will normally, at our discretion, either contact you for instructions before dispatching the product, or reject your order and notify you of such rejection. We are under no obligation to provide the product to you at the incorrect (lower) price, even after we have sent you an **Order Confirmation** or a **Shipping Confirmation**, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a pricing error.

On occasion, you may be able to place a product in your shopping cart and submit your order for processing, but your order is subsequently cancelled due to unavailability of product. You acknowledge that products may sell quickly and there may be a short period of time after an order has been submitted, but where the product is no longer available. You agree that we may cancel your order after you have received and **Order Confirmation** without penalty. On very rare occasions, you may receive a **Shipping Confirmation** from us, but the product is no longer available in our inventory, our third party fulfillment provider's inventory, or a Marketplace Seller's inventory. You agree that we may rescind our acceptance and cancel your order without penalty if the product you ordered is unable to ship due to unavailability.

We reserve the right to correct any errors, inaccuracies or omissions on a product page. We reserve the right to rescind our acceptance and cancel your order without penalty in the event there is an obvious and unmistakable error on the product page, in our reasonable discretion. If you have already received your order, we will do our best to resolve your concern.

Collection of Tax

We collect sales and seller's use tax on sales made to all state and local jurisdictions. For purchases where sales tax is applicable you will see the tax calculated on the checkout page before you are asked to confirm the purchase. Tax shown at checkout is an estimate and the actual tax collected may differ once we process the order. We use reasonable commercial efforts to calculate and remit the correct amount of tax required on each taxable purchase, but we do not guarantee the accuracy of the amount of the tax we represent to you as the tax owed. Minor errors may occur owing to the inability to accurately track multiple taxing districts, state and local "tax holidays," the timing of rate changes or the application of certain taxes to categories of items we sell. As a result of any error, we may overcollect or undercollect your tax. In consideration of our allowing you access to and use of the Site, and in collecting and remitting taxes required on your purchases, you hereby waive your right to claim that the tax collected on any purchase is incorrect in any respect and agree to hold us harmless, our officers, directors, employees, agents and representatives, for any harm or other damages you may incur as a result of our error in calculating the taxes you owe for your purchases.

Some states may require us to provide you notice regarding state use tax at the time of purchase, an annual purchase summary, and/or report your annual untaxed sales to that state. We provide this data as a reference to assist you in determining any applicable use tax. Our calculations may not match the data in your records and may not reflect gifts or shared accounts.

Shipping

The term shipping or ship includes the commencement of shipping items in an order for multiple purchases or where the item purchased consists of components that must be shipped separately. For example, your order may consist of (1) several different items, (2) a quantity of the same item, or, (3) a single item with several component parts the size of which might require them to be shipped in separate packages. In all such orders, we endeavor to ship out individual packages together so that they arrive at the same time; however, when that is not possible, we commence shipping by shipping individual packages in the order the soonest they are available and conditions permit. In these instances, our notification to you that your order has "shipped," marks the time when shipping has commenced; it does not mean that all items in the order have shipped at that time. All packages sent have a separate tracking number and may be followed on the Order Status page. Except for orders from Marketplace Sellers, we reserve the right to redirect your shipment at any time prior to delivery, should we deem it necessary. You agree that credit cards and debit cards are to be charged on the date of inventory reservation for the order, not the date of shipping.

For certain orders through the Site or the DTribals Marketplace, you hereby authorize an approved customs broker to act as your agent, and to transact business with US Customs and Border Protection to obtain release of merchandise, account for duties and taxes, return merchandise, and electronically submit refund claims on your behalf.

Risk of Loss

All items purchased through the Site are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon tender of the item to the carrier.

The DTribals Marketplace

Some products offered through the Site may be fulfilled by third party sellers (“Marketplace Sellers”). Products offered by Marketplace Sellers are identifiable by the terms “Sold and Shipped by an DTribals Marketplace Seller” on the product information page. If you purchase a product from a Marketplace Seller, we share certain information with that Marketplace Seller in order to permit the Marketplace Seller to fulfill and ship your order, process returns, and provide customer service. We require all Marketplace Sellers to keep your information secure.

Marketplace Sellers’ shipping and delivery policies may differ from our shipping and delivery policies set forth above. By purchasing a product from any of our Marketplace Sellers, you acknowledge that all Marketplace orders will be fulfilled by the third party Marketplace Seller and not by us. The shipping information, return policy, and customer service information for a Marketplace Seller can be found on the product page. The Marketplace Seller will be responsible for all processing, shipping, returns, and customer service related to your Marketplace order. You should contact the Marketplace Seller directly via the contact information provided on the product page for any inquiries or customer service issues related to the Marketplace Seller’s products. Products purchased from a Marketplace Seller can only be returned to that Marketplace Seller in accordance with the Marketplace Seller’s return policy, and cannot be returned to us.

Special Terms For DTribals’s International Customers (Outside the U.S. and Canada)

Shipments through FedEx CrossBorder

FedEx CrossBorder is one of DTribals’s fulfillment providers assisting in reselling and shipping products to our international customers outside of the United States and Canada. When you click to the checkout page on the website, you will be redirected to a checkout page hosted by FedEx CrossBorder to complete your order. On the checkout page you are required to select a method of payment. You will be required to submit payment (e.g., credit card) and personal information to FedEx CrossBorder to process your order. Upon loss prevention review of your order, FedEx CrossBorder will notify DTribals of results of the review. Once FedEx CrossBorder sends DTribals the approval for your order, DTribals or their contracted vendor will process your order and ship the product directly from the warehouse, or one of DTribals’s third party fulfillment providers to ship the product directly from their warehouse. FedEx CrossBorder will thereupon purchase the product from DTribals, thereby taking title to the product(s), bill your financial institution, collect duties and taxes, if you are located in one of the servicing delivered duty paid (DDP) countries and remit to the appropriate taxing

authority. If you are located in one of the delivered duty unpaid (DDU) countries, duties will not be collected and it will be your responsibility to pay duties upon delivery of the merchandise. FedEx CrossBorder will arrange for the product to be delivered to the address listed as the shipping address on your order by FedEx CrossBorder or one of their servicing common carriers. In this process, FedEx CrossBorder makes the sale to you as the merchant of record, and DTribals will deliver the product(s) ordered to FedEx CrossBorder as set out in these Terms. If you have any questions about products ordered, you should direct them to DTribals and not to FedEx CrossBorder. During checkout, you will have to agree to FedEx Cross border's terms and conditions. **If there is any inconsistency between these Terms and those presented by FedEx CrossBorder, these Terms will prevail.**

Special Terms for DTribals's Canadian Customers

Sales into Canada, including checkout, are processed directly through DTribals.ca. All shipments originating in the U.S. shipping across the U.S. border into Canada are transported by Landmark Trade Services. Title to the products purchased is transferred from DTribals to the customer through a Power of Attorney prior to importation into Canada. The customer is listed on the import documents as being the Importer of Record. DTribals collects the customer's estimated taxes at checkout as an agent for the customer importing the goods into Canada. The Canada Border Services Agency (CBSA) administers the importation of foreign goods into Canada, including collection of customs duties and taxes, which Landmark remits on the customer's behalf. DTribals then reimburses Landmark for any tax paid at import as agent for the customer. In order to streamline refunds and customs duties, the CBSA has developed a system called the Casual Refund Electronic Data Interchange System (CREDITS) by which Landmark Trade Services acts as the customer's agent to process the refunds and customs duties on returns. By placing an order through DTribals for delivery in Canada, customers agree that in the event of a product return, they are waiving all rights to account and receive a refund directly from the CBSA, that they will receive a refund of duties and taxes from DTribals, and that they also authorize Landmark Trade Services to endorse the refund so that DTribals can be reimbursed for the amount it has already refunded the customer. Accordingly, the following limited Power of Attorney applies to such returns:

Landmark Trade Services is an approved CREDITS participant with the Canada Border Services Agency (CBSA). By ordering goods from DTribals.com, Inc., I hereby authorize Landmark Trade Services, an approved customs broker in CREDITS, to act as my agent, and to transact business with the CBSA to obtain release of my merchandise, account for duties and taxes, return merchandise to DTribals.com, Inc., and electronically submit refund claims on my behalf. Under the CREDITS program, I understand that the CBSA will send any refund of duties and taxes that were paid on the returned merchandise to the customs broker, and that I will obtain the refund directly from DTribals.com, Inc. Further, I also authorize Landmark Trade Services to forward any refund issued by the CBSA in my name, so that DTribals.com, Inc. can be reimbursed.

DTribals will process and inspect returns and will promptly issue refunds thereafter. DTribals will cover return shipping costs, customs, duties, and taxes on damaged, defective, or incorrect items. However, the customer will be responsible for return shipping, customs, duties, and taxes on any items that are returned out of buyer's remorse.

Non-U.S. Pricing

Pricing of products available for purchase by non-U.S. customers may vary by country and from the prices shown on DTribals.com U.S. customers, owing to the inclusion of all or a portion of shipping, taxes, service fees, duties and imports factored into the price of the product.. International customers will be able to take advantage of DTribals's site-sales and certain coupons. Club O and gift cards are not currently available for international customers.

Distance Selling Regulations

If you are contracting as a consumer, you may cancel an order that DTribals has accepted at any time within fourteen days, beginning on the day after you received the products. In this case, you will receive a full refund of the price paid for the products excluding duties and taxes unless applicable due to the return reason. Please note you must return the product to DTribals and you must pay the cost of returning the product under the applicable return policy, unless the product(s) are not those you ordered, in which case DTribals will bear your costs of returning the product(s) in question to DTribals. You will not have the right to cancel an order under these provisions for audio or video recordings or computer software where you (or someone else following delivery to the delivery address you provided) have unsealed the package or downloaded the content.

To cancel an order, you must inform us by phone or by email through the My Account link located at the top of each page of the Site or click [here](#). You must also return the product(s) immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

Details of this potential right of action, and an explanation of how it may be exercised, may be obtained by email at international@DTribals.com. This provision does not affect your statutory rights.

Delivery Times

Your order may be fulfilled consistent with the delivery estimates you receive at Checkout or, if no delivery estimates are provided, then within a reasonable time from the Shipping Confirmation date, which could in exceptional circumstances be greater than 7 days after received

Disclaimers of Warranty and Limitations of Liability

To all international customers only, DTribals warrants to you that, where you buy a product as a consumer, any product purchased from DTribals through its Site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied and will conform with description or sample.

DTribals's liability for losses any international customer suffers as a result of anything DTribals does or does not do in connection with any order is strictly limited to the purchase price of the product you purchased and any losses which are a foreseeable consequence of any violation of the Terms. Losses are foreseeable where they could reasonably be contemplated by the parties at the time your order is accepted.

DTribals is not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable, including but not limited to: (a) loss of income or revenue; (b) loss of business; (c) loss of profits or contracts; (d) loss of anticipated savings; (e) loss of data; or (f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise.

This does not in any way limit or exclude any of DTribals's liability (a) under section 2(3) of the Consumer Protection Act 1987; (b) for breach of any condition as to title or quiet enjoyment implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982; (c) for death or personal injury caused by our negligence; or (d) for fraudulent misrepresentation.

Other than the warranties and other assurances DTribals gives you in these Terms, DTribals specifically disclaims all warranties, conditions and other terms of any kind, whether expressed or implied, including but not limited to implied terms of satisfactory quality or fitness for purpose. No oral advice or written information given by DTribals shall create a warranty (unless made fraudulently).

Applicable Law

If you access the Site from anywhere other than the United States or Canada, you agree that English law will govern these Terms and the purchase of products by you through the Site, and that any dispute of any sort that might arise between you and DTribals or its affiliates and subsidiaries shall be subject to the exclusive jurisdiction of the courts of England and Wales.