

Website Terms and Conditions

PLEASE READ THESE WEBSITE TERMS CAREFULLY BEFORE USING THIS WEBSITE

This website ("Website") is provided and maintained by Aspects Beauty Company Limited. The information and services available on our Website are subject to these terms (the "Website Terms"). By accessing or using our Website, you accept these Website Terms and you agree to be bound by them. If you do not agree to these Website Terms, you must not use our Website.

1. Privacy Notice

Our Privacy Notice <http://www.ab-presents.com/privacy>, sets out the terms on which we process any personal data we collect from you, or that you provide to us, and is part of these Website Terms.

By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

2. Access to our Website

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. We will not be liable to you if for any reason our Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Website.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Website Terms, and that they comply with them.

3. Product Descriptions

Any information provided on our Website is for general information purposes only.

We try to ensure that all information provided on our Website is as accurate as possible and that information is correct (to the best of our knowledge) at the time of posting it onto our Website.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date.

4. Samples

Any product samples we may provide to you are for personal use only. You may not sell or re-sell any of the product samples which you receive from us.

To the fullest extent permitted by law, all warranties, express or implied, statutory or otherwise, as to the quality, suitability, fitness for purpose and/or correspondence with description of any samples provided shall be excluded.

By requesting a sample, you confirm that you are over 18 years old and are resident in the United Kingdom or Ireland.

5. Intellectual Property

All content available on our Website, including, but not limited to, text, graphics, logos, button icons, images, audio clips, data compilations, and software, and the compilation thereof (the "Content") is our property or the property of our associated companies.

The trademarks, logos, and service marks displayed on our Website (collectively, the "Trademarks") are our registered and unregistered marks or the registered and unregistered marks of our associated companies.

All other Trademarks not owned by us or our associated companies that appear on our Website are the property of their respective owners.

Except as set forth in the limited licence in clause 6 below, or as required under applicable law, neither the Content, the Trademarks, nor any other portion of our Website may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in full or in part, for any purpose without our prior written consent.

You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

6. Limited Licence

We grant you a limited, revocable, and non-exclusive license to access and make personal use of our Website.

Please note that you may not frame or utilise framing techniques to enclose our Website or any portion thereof without our prior written consent.

The limited licence set forth in this clause 6 does not include the right to: (i) modify or download our Website or its contents (except caching or as necessary to view content); (ii) make any use of our Website or its Content other than personal use; (iii) create any derivative work based upon either our Website or its Content; (iv) collect account information for the benefit of another party; (v) use any meta-tags or any other "hidden text" utilising our name or the Trademarks without our express written consent; or (vi) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of our Website for personal, non-commercial use only.

A website that links to our Website (i) may link to, but not replicate, our Content; (ii) may not imply that we are endorsing such website or its services or products; (iii) may not misrepresent its relationship with us; (iv) may not contain content that could be construed as distasteful, obscene, offensive or controversial, and may contain only content appropriate for all ages; (v) may not portray us or our products or services, in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions; (vi) may not use any Trademark without express written permission; and (vii) may not link to any page of our Website other than the home page. We reserve the right to monitor any pages containing such hyperlinks to check that you are complying with this licence and we may, in our sole discretion, request that you remove any link to our Website, and upon receipt of such request, you shall immediately remove such link.

Any unauthorised use by you of our Website terminates the limited licence set forth in this clause 6 without prejudice to any other remedy provided by applicable law.

7. Third Party Links

We are not responsible for the content of any websites linked to or from our Website.

Links appearing on our Website is for convenience only and are not an endorsement by us or any of our associated companies of the referenced content, product, service, or supplier.

Your linking to or from any other websites is at your own risk. We are in no way responsible for examining or evaluating, and we do not warrant the offerings of, any other websites linked to or from our Website, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and websites, including, without limitation, their privacy statements and Website Terms.

You should carefully review our Website Terms and privacy policies of all other websites that you visit.

8. Submissions

We welcome enquiries or feedback on the products you use or might like to purchase; however, it is our policy to decline unsolicited suggestions and ideas.

Notwithstanding our policy with regard to unsolicited suggestions and ideas, any enquiries, feedback, suggestions, ideas or other information you provide us (collectively, "Submissions") will be treated as non-proprietary and non-confidential.

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must ensure that your Submissions:

- are accurate (where they state facts).
- are genuinely held (where they state opinions).
- comply with applicable law in the UK and in any country from which they are posted.

Your Submissions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

You warrant that any such Submission does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our Website a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out above.

The views expressed by other users on our site do not represent our views or values.

You are solely responsible for securing and backing up your content.

9. Viruses

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

10. Limitation of Liability

Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Website; or
- use of or reliance on any content displayed on our site.
- If you are a business user, please note that in particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or,
 - any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our Website for domestic and private use. You agree not to use our Website for any commercial or business purposes, and we have no

liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

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

We assume no responsibility for the content of websites linked on our Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Website Terms of supply.

11. Indemnification

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable legal fees, resulting from any third party claim, action, or demand resulting from your use of our Website. You also agree to indemnify us for any loss, damages, or costs, including reasonable legal fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

12. General

These Website Terms shall be governed by the laws of England and Wales and you hereby submit to the exclusive jurisdiction of the courts of England and Wales.

You acknowledge and agree that these Website Terms, together with our [Privacy Notice](#) (and, where you purchase goods through our Website, our [Terms and Conditions of Sale](#), constitute the complete and exclusive agreement between us concerning your use of our Website, and supersede all previous agreements.

We reserve the right, in our sole discretion, to change these Website Terms at any time by posting the changes on our Website. Any changes are effective immediately upon posting to our Website. Your continued use of our Website constitutes your agreement to all such Website Terms.

We may, with or without prior notice, terminate any of the rights granted by these Website Terms. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of our Website.

Nothing contained in these Website Terms shall be construed as creating any agency or partnership between us.

Our failure to enforce at any time or for any period any one of more of these Website Terms shall not be deemed to be a waiver of them or of the right at any time subsequently to enforce any of these Website Terms nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

If any term or provision in these Website Terms shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of these Website Terms and the enforceability of the remainder of these Website Terms shall not be affected.

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