

**Fina Boutique (a trading name of Style Through Life Limited)**

**WEBSITE TERMS AND CONDITIONS**

These terms and conditions regulate the business relationship between you and us. By using Our Web Site in any way, or by buying from us, you agree to be bound by them.

*We are:* Style Through Life Limited. Company Registration: 7971451

Our registered office: c/o Giltinan & Kennedy LLP, Afon House, Worthing Road, Horsham, West Sussex, RH12 1TL.

Our trading address: Tower Point 44, North Road, Brighton, East Sussex, BN1 1YR.

*You are:* a visitor to Our Web Site [www.fina-boutique.co.uk](http://www.fina-boutique.co.uk)

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**1. DEFINITIONS**

In this agreement:

"Carrier" means any person contracted by us to carry Goods from us to you, whether all or parts of the distance.

"Our Web Site" means the entire computing hardware and software installation that is or supports Our Web Site.

"Goods" means any of the Goods we offer for sale on Our Web Site.

"Content" means information in any form published on Our Web Site by us or any third party with our consent.

**2. OUR CONTRACT WITH YOU**

These terms and conditions apply:

2.1.1. so far as the context allows, to you as a visitors to Our Web Site; and

2.1.2. in any event to you as a buyer or prospective buyer of our Goods.

2.2 Goods advertised may not be available.

2.3 We shall accept your order by e-mail confirmation. Our message will also confirm details of your purchase. Only when we email you with dispatch details will we be deemed to have accepted your order and formed a contract with you. It is possible that the price may have increased from that posted on Our Web Site.

2.4 You confirm that you are least 18 years old, or if in the country where you are ordering or to where you want the Goods shipped there is a higher age required to enter into a binding contract or buy the Goods concerned, that you are at least that higher age.

2.5 We may change these terms from time to time. The terms that apply to you are those posted here on Our Web Site on the day you order Goods.

2.6 All descriptions, weights and sizes of Goods are those of the original manufacturers

and you may not rely on their accuracy. Accordingly, any such description shall not form part of this Agreement.

2.7 We only accept bitcoin as a means of payment. By sending bitcoin, you accept payment is irreversible.

2.8 If we do not have the Goods you order in stock, we will offer you alternatives before we dispatch your order. If this happens you may;

2.8.1. await the originally ordered item, which will be made available for posting as soon as is reasonably possible (the item will be re-ordered by us if out of stock).

2.8.2. accept these alternatives we offer;

2.8.3. leave the order valid, but tell us to omit the out-of-stock item.

### **3. ACCESSING OUR WEB SITE**

From time to time, we may restrict access to some part of Our Web site, or our entire site, to users who have registered with us. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by your or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

3.1 Access to Our Web Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on Our Web Site without notice. We will not be liable if for any reason Our Web Site is unavailable at any time for any period.

3.2 Commentary and other materials posted on Our Web Site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials.

3.3 We aim to update Our Web Site regularly, and may change the content at any time. If the need arises, we may suspend access to Our Web site, or close it indefinitely. Any of the materials on our Web Site may be out of date at any given time, and we are under no obligation to update such material.

3.4 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 Our Web Site or to your downloading of any material posted on it, or on any website linked to it.

### **4. PRICE AND PAYMENT**

4.1 You must pay us the full price of your order before we will send any part of it. Ownership of Goods will pass to you on delivery but only if we have received payment in full.

4.2 All payments can only be made in bitcoin and all payments are irreversible and non-refundable (in bitcoin).

4.3 We are not responsible for any exchange rate or fluctuation between bitcoin or fiat currency.

4.4 Prices do not include VAT (per HMRC guidelines re: bitcoin).

4.5 Prices and delivery charges are liable to change at any time but changes will not affect orders in respect of which we have already sent you a despatch confirmation.

4.5 We undertake not to make any pricing errors on prices displayed in GBP (£).

4.6 All prices will be shown in GBP (£) and converted to Bitcoin at the check out / point of payment for making payment.

### **5. INFORMATION YOU GIVE US**

5.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.

5.2 We will not take any personal debit or credit card details or banking information from you as all transactions are made in bitcoin.

5.3 We will use our reasonable endeavours to respond to any point of dissatisfaction by you, provided you contact us within three months of purchase.

5.4 We will not share any of your information with third parties, without your written permission.

### **6. DELIVERY**

6.1 Any delivery dates given are estimates only and are not binding on us. Deliveries will

be made by the Carrier to the address stipulated in your order. You must ensure that someone is present to accept delivery. We may make an extra charge if there is no one present to accept delivery and Goods have to be re-delivered.

6.2 If we are not able to deliver your Goods within 30 days of the date of your order, we shall notify you by e-mail to arrange another date for delivery.

6.3 We may deliver the Goods in instalments if the Goods are not available at the same time for delivery.

## **7. IMPORT RESTRICTION, TAXES AND DELIVERY DUTIES**

7.1 If you order Goods from Our Web site for delivery outside the UK, they may be subject to import duties and taxes. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order. Please also note that you must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable for any breach by you of any such laws.

## **8. GOODS RETURNED**

Because you are buying the Goods by Internet order, you may have a right of cancellation. If you do, (and only if you do), these are the terms which apply (but please note we cannot accept the return of Goods in certain circumstances, for example, Goods which have been personalized or which deteriorate or expire rapidly or for hygiene reasons or Goods that have been worn or have been used).

8.1 You must tell us in writing if you wish to cancel within 7 working days beginning the day after your receipt of the Goods. You can email us at [info@fina-boutique.co.uk](mailto:info@fina-boutique.co.uk)

8.2 In any event, you may not cancel orders for specially commissioned or personalized goods.

8.3 The Goods must be returned to us within 21 days of your telling us you wish to cancel:

8.3.1. with goods in their original condition and with packaging;

8.3.2. securely wrapped;

8.3.3. our delivery slip;

8.3.4. using our agreed delivery partner

8.4 after we have received the Goods, we will arrange monies to be sent to for the full purchase price of the Goods returned no later than 30 days from receipt of your notice of cancellation. The monies returned to you will be the GBP value of the item at the point of purchase. Bitcoin will not be sent back to you.

8.5 sales, tax, and import duties for all non-EU countries are not refunded.

8.6 Goods should be returned unworn and unused and with all Fina Boutique garment tags still attached:

8.6.1. Returns that are damaged or soiled may not be accepted and may be sent back to the customer and/or a refund refused;

8.6.2. Where provided, belts and any such designer packaging such as authenticity cards, dust bags and tags should be included with your return.

## **9. DISCLAIMERS**

9.1 We or our Content suppliers may make improvements or changes to Our Web Site, the Content, or to any of the Goods, at any time and without advance notice.

9.2 You are advised that Content may include technical inaccuracies or typographical errors.

9.3 We give no warranty and make no representation, express or implied, (save to the extent prohibited by law) as to:

9.3.1. the adequacy or appropriateness of the Goods for your purpose;

9.3.2. the correctness of any information given on Our Web site;

9.3.3. any implied warranty or condition as to satisfactory quality, merchantability or fitness of the Goods and Services for a particular purpose;

9.3.4. compatibility of Our Web Site with your equipment software or telecommunications connection.

9.3.5. compliance with any law;

9.3.6. non-infringement of any right.

9.4 Our Web Site contains links to other Internet web sites. We have neither power nor control over any such web site. You acknowledge and agree that we shall not be liable for the Content of any such linked web site, nor for any loss or damage arising from your use of any such web site.

9.5 Subject to 9.6 below we are not liable in any circumstance for loss of profit or revenues, loss of use, loss of or corruption to data or special, indirect or consequential loss of any damages whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Web Site or the purchase of Goods.

9.6 Save to the extent permitted by law we do not exclude liability for death or personal injury or damaged to personal property.

9.7 Subject to 9.6 above in any claim against us our liability is limited to the value of the Goods you have purchased in the contract, which is the subject of the dispute.

9.8 Nothing in these terms affects your statutory rights as a consumer.

## **10. CONTENT AND INTELLECTUAL PROPERTY RIGHTS**

10.1 Title, ownership rights, and intellectual property rights in the Content whether provided by us or by any other Content provider shall remain the sole property of us and / or the other Content provider. We will strongly protect its rights in all countries.

10.2 You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as is expressly permitted in this agreement.

10.3 You may download or copy the Content only for your own personal use, provided that you maintain all copyright and other notices contained in such Content. You may not store electronically any significant portion of any Content.

10.4 Your use of the Sites and its contents grants no rights to you in relation to any copyright, designs, trademarks and all other intellectual property and material rights relating to the Content (as described in the Content section below), including Style Through Life Limited Software and all HTML and other code contained in this Site. All such Content including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this Site are protected by national intellectual property and other laws and international treaty provisions. You are permitted to use the Content only as expressly authorized by Style Through Life Limited and/or its third party licensors. Any reproduction or redistribution of the above listed Content is prohibited and may result in civil and criminal penalties. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution is expressly prohibited. However, you are permitted to make one copy for the purposes of viewing Content for your own personal use.

## **11. LINKING**

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

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

11.3 Our Web Site must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

11.4 If you wish to make use of any of the material on Our Web Site other than that set out above please address your request to [info@fina-boutique.co.uk](mailto:info@fina-boutique.co.uk)

## **12. SYSTEM SECURITY**

12.1 You agree that you will not, and will not allow any other person to, violate or attempt to violate any aspect of the security of Our Web Site;

12.2 You agree that you will in no way modify, reverse engineer, disassemble, decompile, copy, or cause damage or unintended effect to any portion of Our Web Site, or any software used on Our Web Site, and that you will not permit any other person to do so.

12.3 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

12.4 Examples of violations are:

12.4.1. accessing data unlawfully or without consent;

12.4.2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;

12.4.3. attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing";

12.4.4. forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;

12.4.5. taking any action in order to obtain Goods to which you are not entitled.

12.5 You agree to indemnify us against any claim or demand, including reasonable

lawyers' fees, made by any third party due to or arising out of:

12.5.1. any violation of system security as set out above;

12.5.2. your use of Our Web Site;

12.5.3. any other breach or violation of this agreement by you;

12.5.4. the infringement by you, or by any other user of your computer, of any intellectual property or other right of any person or entity, or as a result of any threatening, libellous, obscene, harassing or offensive material contained in any of your communications.

### **13. WRITTEN COMMUNICATIONS**

13.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using Our Web Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on Our Web Site. For Contractual purposes, you agree to this electronic means of communication and you acknowledge that all Contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13.2 All notices given by you to us must be given to Style Through Life Limited at [info@fina-boutique.co.uk](mailto:info@fina-boutique.co.uk) We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in clause 13.1 above. Notice will be deemed received and properly served immediately when posted on Our Web Site, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

### **14. CONTRACTUAL LIMITATION**

Where we provide Goods without specific charge, then they are deemed to be provided free of charge, and not to be associated with any other service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of any such Goods.

### **15. RIGHTS OF THIRD PARTIES**

Nothing in this agreement or on Our Web Site shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

### **16. SEVERABILITY**

If any court or competent authority decides that any of the provisions of these terms and conditions are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to the fullest extent permitted by law.

### **17. NO WAIVER**

No delay or failure by us, in exercising any right, power or provision hereunder shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver. No waiver shall be effective unless in writing.

### **18. DISPUTE RESOLUTION**

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing litigation.

### **19. FORCE MAJEURE**

We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including without limitation flood, fire, riot, war, terrorism, disruption to communications, supplies or transport.

### **20. ENTIRE AGREEMENT**

20.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement

between us relating to the subject matter of any contract between us.

20.2 We each acknowledge that entering into a contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these term and conditions or the documents referred to in them.

20.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

20.4 Nothing in these terms limit or exclude any liability for fraud.

## **21. GOVERNING LAW AND JURISDICTION**

21.1 These terms of sale and the supply of the Goods will be subject to English courts will have non-exclusive jurisdiction in respect of any dispute arising.

Style Through Life Limited

Issue Date: 25 November 2015