

# FEARLESS ZEN HONOUR®

## TERMS OF USE



PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

### WHAT'S IN THESE TERMS?

- These terms tell you the rules for using the Fearless Zen Honour website (<https://www.fearlesszenhonour.com>) and our Big Cartel shop website (<https://shop.fearlesszenhonour.com/>) (together being “our sites”).

### WHO WE ARE AND HOW TO CONTACT US

- Our sites are operated by 5emblance Limited (“**We**”). We are registered in England and Wales under company number 13915358 and have our registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ.
- You can contact us at [support@fearlesszenhonour.com](mailto:support@fearlesszenhonour.com).
- By using our sites you accept these terms.
- By using our sites, you confirm that you accept these terms of use and that you agree to comply with them.
- If you do not agree to these terms, you must not use our sites.

### THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

- These terms of use refer to the following additional terms, which also apply to your use of our sites:
  - Our *Return Policy*, which sets out how you can make a return or seek a refund.
  - Our *Privacy Notice*, which sets out information about the cookies on our sites and how we use and keep your data safe.
  - Our *Shipping Policy*, which sets out our shipping process and method of delivery.
  - Our *Terms & Conditions*, which sets conditions of service and our disclaimer of liability (among other legal things).
- If you purchase goods from our sites, our *Terms and Conditions* of sale will apply to the sales.

### WE MAY MAKE CHANGES TO THESE TERMS

- We amend these terms from time to time. Every time you wish to use our sites, please check these terms to ensure you understand the terms that apply at that time.

# **FEARLESS ZEN HONOUR<sup>®</sup>**

## **TERMS OF USE**



### **WE MAY MAKE CHANGES TO OUR SITE**

- We may update and change our sites from time to time to reflect changes to our products, our users' needs and our business priorities.

### **WE MAY SUSPEND OR WITHDRAW OUR SITES**

- Our sites are made available free of charge.
- We do not guarantee that our sites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our sites for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- You are also responsible for ensuring that anyone who accesses our sites through your internet connection and/or devices are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

- We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- Our sites are directed to people residing in the United Kingdom. We do not represent that content available on or through our sites is appropriate for use or available in other locations.

### **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

- If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- If you know or suspect that anyone other than you knows your username or password, you must promptly notify us.

### **HOW YOU MAY USE MATERIAL ON OUR SITES**

- We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Save as provided in this section, you are not permitted to use our trademarks and/or any other intellectual property rights without our approval.

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- You may print off one copy, and may download extracts, of any page(s) from our sites for your personal use and you may draw the attention of others to content posted on our sites.
- You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- Our status (and that of any identified contributors) as the authors of content on our sites must always be acknowledged.
- You must not use any part of the content on our sites for commercial purposes without obtaining a licence to do so from us and our licensors.
- If you print off, copy, download or use any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### DO NOT RELY ON INFORMATION ON OUR SITES

- The content on our sites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our sites.
- Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up to date.

### WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO

- Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- We have no control over the contents of those sites or resources.

### USER-GENERATED CONTENT IS NOT APPROVED BY US

- Our sites may include information and materials posted and/or uploaded by other users of the sites (for example, comments on any content, articles and/or blogs on our sites). This information and these materials have not been verified or approved by us. The views expressed by other users on our sites do not represent our views or values.

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### HOW TO COMPLAIN ABOUT CONTENT UPLOADED BY OTHER USERS

- If you wish to complain about content uploaded by other users, please contact us at [support@fearlesszenhonour.com](mailto:support@fearlesszenhonour.com).

### OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 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 *Terms and Conditions* of sale.
- Please note that we only provide our sites for domestic and private use. You agree not to use our sites for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or any indirect, consequential or special loss and/or damage.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

### HOW WE MAY USE YOUR PERSONAL DATA

- We will only use your personal data as set out in our *Privacy Notice*.

### UPLOADING CONTENT TO OUR SITES

- Whenever you make use of a feature that allows you to upload content to our sites, or to make contact with other users of our sites, you must ensure that your contribution (a) is not defamatory or discriminatory of any person; (b) is not obscene, offensive, hateful or inflammatory; (c) does not bully, insult, intimidate or humiliate any person; (d) does not promote any illegal activity; (e) is not provided in breach of any legal duty owed to a third party (such as a contractual duty or a duty of confidence); and (f) does not infringe any intellectual property rights of any other person.
- You warrant that any such contribution complies with these standards, and you will be responsible to us for any loss or damage we suffer as a result of your breach of warranty.

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## TERMS OF USE



- We have the right to remove any posting you make on our sites if, in our opinion, your post does not comply with these standards.
- Any content you upload to our sites will be considered non-confidential and non-proprietary and you grant to us a worldwide, perpetual, royalty free, transferable licence to use, reproduce, 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 sites constitutes a violation of their intellectual property rights, or of their right to privacy.
- You are solely responsible for securing and backing up your content.
- We are not responsible for viruses and you must not introduce them.
- We do not guarantee that our sites will be secure or free from bugs or viruses.
- You are responsible for configuring your information technology, computer programmes and platform to access our sites. You should use your own virus protection software.
- You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the server on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites 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 sites will cease immediately.

### WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

- If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the English courts will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the English courts.