

## WEBSITE TERMS OF SALE

### BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Paid Content, is sold by Us to consumers through this website, <https://comms.boutique> ("Our Site").

Please read these Terms of Sale carefully and ensure that you understand them before purchasing Paid Content. You will be required to read and accept these Terms of Sale when ordering a Paid Content. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase and access Paid Content through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

### 1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

**"Contract"**

means a contract for the purchase access to Paid Content, as explained in Clause 6;

**"Paid Content"**

means the digital content sold by Us through Our Site;

**"Confirmation"**

means our acceptance and confirmation of your purchase of Paid Content;

**"We/Us/Our"**

means Comms Boutique London Ltd, whose registered address is 28 Altissima House, 340 Queenstown Road, London, SW11 8BY, United Kingdom.

### 2. Information About Us

2.1 Our Site, <https://comms.boutique>, is owned and operated by Comms Boutique London Ltd, whose registered address is 28 Altissima House, 340 Queenstown Road, London, SW11 8BY, United Kingdom.

### 3. Age Restrictions

Consumers may only purchase access to Paid Content through Our Site if they are at least 16 years of age.

#### **4. Business Customers**

These Terms of Sale do not apply to customers purchasing access to Paid Content in the course of business.

#### **5. Paid Content, Pricing and Availability**

- 5.1 We make all reasonable efforts to ensure that all descriptions of Paid Content available from Us correspond to the actual Paid Content that you will receive.
- 5.2 We may from time to time change Our prices. Changes in price will not affect any Content that you have already purchased but will apply to any subsequent purchases.
- 5.3 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect your use of that Paid Content. However, if any change is made that would affect your use of the Paid Content, suitable information will be provided to you.
- 5.4 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform you at least 10 days before the changes are due to take effect. If you do not agree to the changes, you may cancel the Contract as described in sub-Clause 12.1.
- 5.5 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to you before you purchased your access the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.
- 5.6 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed.
- 5.7 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, we will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Content at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If We do not receive a response from you within 5 days, We will treat your order as cancelled and notify you of this in writing.
- 5.8 If We discover an error in the price or description of your Paid Content after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 12.4.
- 5.9 If the price of Paid that you have ordered changes between your order being placed and Us processing that order and taking payment, you will be charged the price shown on Our Site at the time of placing your order.

## **6. Orders – How Contracts Are Formed**

- 6.1 Our Site will guide you through the process of purchasing Paid Content. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.
- 6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from you providing incorrect or incomplete information.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase Paid Content constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a Purchase Receipt by email. Only once We have sent you a Purchase Receipt will there be a legally binding Contract between Us and you.
- 6.4 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 14 days.
- 6.5 Any refunds under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 6.6 Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Paid Content.

## **7. Payment**

- 7.1 Payment for Paid Content must always be made in advance. Your chosen payment method will be charged when we process your order and send you a Purchase Receipt.
- 7.2 We accept the following methods of payment on Our Site:
  - 7.2.1 Credit and Debit Cards, Apple Pay, Google Pay, Revolut Pay (Revolut);
- 7.3 If you believe that We have charged you an incorrect amount, please contact Us at [office@comms.boutique](mailto:office@comms.boutique) as soon as reasonably possible to let us know.

## **8. Provision of Paid Content**

- 8.1 Paid Content will be available to you immediately when We send you a Purchase Receipt and will continue to be available to you without limitations.
- 8.2 When you place an order for Paid Content, you expressly acknowledge that you wish the Paid Content to be made available to you immediately. You also expressly acknowledge that by accessing the Paid Content, you will lose your legal right to cancel if you change your mind (the “cooling-off period”). Please see sub-Clause 11.1 for more information.
- 8.3 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
  - 8.3.1 To fix technical problems or to make necessary minor technical changes;
  - 8.3.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements;
  - 8.3.3 To make more significant changes to the Paid Content, as described above in sub-Clause 5.5.
- 8.4 If We need to suspend availability of the Paid Content for any of the reasons set out in sub- Clause 8.3, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform you as soon as reasonably possible after suspension). If the suspension lasts (or We tell you that it is going to last) for more than 14 days, you may end the Contract as described below in sub- Clause 12.2.
- 8.5 Any refunds under this Clause 8 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 8.6 Refunds under this Clause 8 will be made using the same payment method that you used when purchasing your Paid Content.

## **9. Licence**

- 9.1 When you purchase access to Paid Content, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Content for personal, non-commercial purposes. The licence granted to you does not give you any rights in Our Paid Content (including any material that We may licence from third parties).
- 9.2 The licence granted to you under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions:
  - 9.2.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 ‘Acts Permitted in relation to Copyright Works’).

## **10. Problems with the Paid Content**

- 10.1 By law, We must provide digital content that is of satisfactory quality, fit for purpose, and as described. If any Paid Content does not comply, please contact Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:
- 10.1.1 If the Paid Content has faults, you will be entitled to a repair or a replacement.
  - 10.1.2 If We cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund.
  - 10.1.3 If you can demonstrate that the fault has damaged your device or other digital content belonging to you because We have not used reasonable care and skill, you may be entitled to a repair or compensation. Please refer to sub- Clause 13.3 for more information.
- 10.2 If there is a problem with any Paid Content, please contact Us [office@comms.boutique](mailto:office@comms.boutique) or visit the contact page on Our Site [comms.boutique/contact-us/](https://comms.boutique/contact-us/) to inform Us of the problem.
- 10.3 Refunds (whether full or partial, including reductions in price) under this Clause 10 will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.
- 10.4 Refunds under this Clause 10 will be made using the same payment method that you used when purchasing your Paid Content.
- 10.5 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## **11. Cancelling Your Purchase**

- 11.1 If you are a consumer in the European Union, by default you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund. The period begins once We have sent you your Purchase Receipt (i.e. when the Contract between you and Us is formed) and ends when you access the Paid Content, or 14 calendar days after the date of Our Purchase Confirmation, whichever occurs first.
- 11.2 If you purchase Paid Content by mistake, please inform Us as soon as possible and do not attempt to access any Paid Content. Provided you have not accessed any Paid Content since the date of purchase We will be able to cancel the Purchase and issue a full refund. If you have accessed any Paid Content after the Purchase, We will not be able to offer any refund and you will continue to have access to the Paid Content.
- 11.3 If you wish to exercise your right to cancel under this Clause 11, you may inform Us of your cancellation in any way you wish. Cancellation by email or by post is effective from the date on which you send Us your message. If you would prefer to contact Us directly to cancel, please use the following details:
- 11.3.1 Email: [office@comms.boutique](mailto:office@comms.boutique); In each case, providing Us with your name, address, email address, telephone number, and Purchase Receipt.
- 11.4 Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 11.5 Refunds under this Clause 11 will be made using the same payment method that you used when purchasing your Paid Content.

## **12. Your Other Rights to End the Contract**

- 12.1 If We have suspended availability of the Paid Content for more than 14 days, or We have informed you that We are going to suspend availability for more than 14 days, you may end the Contract immediately, as described in sub-Clause 8.4. If you end the Contract for this reason, We will issue you with a full refund, provided you have not accessed Paid Content during this period.
- 12.2 If there is a risk that availability of the Paid Content will be significantly delayed because of events outside of Our control, you may end the Contract immediately. If you end the Contract for this reason, We will issue you with a full refund provided you have not accessed Paid Content after your purchase.
- 12.3 If We inform you of an error in the price or description of the Paid Content and you wish to end the Contract as a result, you may end it immediately. If you end the Contract for this reason, We will issue you with a full refund, provided you have not accessed Paid Content after your purchase.
- 12.4 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 12.5 Refunds under this Clause 12 will be made within 14 calendar days of the date on which your cancellation becomes effective, using the same payment method that you used when purchasing your Paid Content.
- 12.6 If you wish to exercise your right to cancel under this Clause 12, you may do so in any way you wish. If you would prefer to contact Us directly to cancel, please use the following details:
- 12.6.1 Email: [office@comms.boutique](mailto:office@comms.boutique); in each case, providing Us with your name, address, email address, telephone number, and Purchase Receipt.

## **13. Our Liability to Consumers**

- 13.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 13.2 Our Paid Content is intended for non- commercial use only. We make no warranty or representation that the Paid Content is fit for commercial, business or industrial use of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 13.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub- contractors); or for fraud or fraudulent misrepresentation.
- 13.4 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

## **14. Contacting Us**

14.1 If you wish to contact Us with general questions or complaints, Paid Content or cancellations, you may contact Us by email at [office@comms.boutique](mailto:office@comms.boutique) or refer to the relevant Clauses above.

## **15. Complaints and Feedback**

15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

15.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in by email, addressed to [office@comms.boutique](mailto:office@comms.boutique).

## **16. How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in Our Privacy Policy, available from <https://comms.boutique/privacy/>

## **17. Other Important Terms**

17.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.

17.2 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

17.3 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

17.4 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

17.5 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Purchase, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 12.1 above).

## **18. Law and Jurisdiction**

- 18.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 18.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub- Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 18.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 18.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.