

## TERMS OF USE

### Introduction

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By continuing to browse and use this website, you agree to abide by the following terms and conditions, along with our privacy policy, governing our association with you concerning this website. If you do not accept these terms, please exit the website immediately.

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- b) any special, direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever (including, without limitation, legal fees) due to, resulting from, or arising in connection with the use of or inability to use this website or the Content or any Third-Party Content.

### Access to the Website

Access to our website is permitted on a temporary basis. We will strive to ensure uninterrupted availability and error-free transmissions. However, due to the nature of the Internet, this cannot

be guaranteed. Your access may be suspended or restricted for repairs, maintenance, or the introduction of new facilities or services. We are not liable if the website remains unavailable at any time. You are responsible for making arrangements for access to our website, including using up-to-date antivirus software.

Ava Jane Ltd grants you a limited license to access and make personal use of this website, excluding downloading or modifying it, without express written consent. This license does not include resale or commercial use, collection of product listings, descriptions, or prices, derivative use, downloading or copying account information, or use of data mining, robots, or similar tools.

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You must not use the website in a way that interrupts, damages, or impairs it. You are responsible for all electronic communications and content sent from your computer, using the website for lawful purposes only.

You must not use the website for:

- a) fraudulent purposes, criminal offenses, or other unlawful activity;
- b) sending, using, or reusing illegal, offensive, abusive, indecent, defamatory, or obscene material; or material that infringes intellectual property rights, breaches confidentiality, violates privacy, or any other right; or is otherwise injurious, objectionable, or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any spam;
- c) causing annoyance, inconvenience, or needless anxiety.

### **Submission of Material to the Website**

"Material" includes software, documentation, text, pictures, sounds, graphics, articles, video or audio clips, advertising material, and other material published on the website.

By submitting Material for the printed or online publication on the website, including via chat services, feedback, bulletin boards, or articles, you agree to the following terms:

- i. Do not submit offensive, abusive, indecent, or defamatory Material.
- ii. Do not submit Material infringing the intellectual property rights of any third party or breaching any confidentiality obligation.

- iii. Grant us a worldwide, royalty-free license to use the Material perpetually in any format and on any media.
- iv. We reserve the right not to publish or to modify the Material prior to publication.
- v. We reserve the right to remove or delete the Material without notice.
- vi. We may cut, and crop photographs or graphical images submitted at our discretion.
- vii. Acknowledge your sole responsibility for the submitted Material. We do not screen it before publication.
- viii. We reserve the right to share your identity with a third party claiming a violation of these User Terms.
- ix. We may identify you as the contributor, and you waive any moral rights in respect to our use of the Material.

### **Buying Goods and Services via the Website**

The website may offer opportunities to purchase goods and services from third parties. In such cases, the legal contract for goods and services is between you and the third party (the "Merchant"), with the Merchant's terms and conditions applying. We cannot guarantee the quality of products purchased from third-party sellers through our website. However, this disclaimer does not affect your statutory rights against the third-party seller.

### **Third-Party Advertising, Sites, and Links**

The website may contain links to third-party websites not controlled by Ava Jane Ltd. We are not responsible for the content of any linked site. Inclusion of a link does not imply endorsement. Accessing linked third-party websites is at your own risk.

The website contains advertising submitted by third parties. These parties are solely responsible for the content, and we do not accept responsibility for it.

You may link to our website's home page, but it must be done fairly and legally, without damaging our reputation or suggesting any association, approval, or endorsement where none explicitly exists. Our website must not be framed on any other site, and linking permission may be withdrawn without notice.

### **Competitions and Promotions**

Competitions and promotions on the website are subject to additional Competition Terms and Conditions provided at the time.

### **Your Account**

If you use the website, you are responsible for maintaining account confidentiality, restricting access to your computer, and accepting responsibility for all activities under your account or

password. Notify us immediately of any unauthorised access or use of your account. Ava Jane Ltd reserves the right to refuse access, terminate accounts, remove, or edit content, or cancel orders at its discretion.

### **Privacy and Cookies**

Review our Privacy Policy and our Cookie Policy to understand our practices regarding your visit to our website.

### **Copyright**

All content on the website, including text, graphics, logos, button icons, images, and software, is the property of Ava Jane Ltd or its content suppliers, protected by English and international copyright laws. All software is the property of Ava Jane Ltd or our software suppliers, protected by international copyright laws. Extraction or reutilisation of website content without express written consent is prohibited.

### **Electronic Communications**

When you visit the website or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically, and such communications satisfy any legal requirement for written notices. This condition does not affect your statutory rights.

### **Alteration of Service or Amendments to Conditions**

We reserve the right to change our website, policies, and these Terms of Use at any time. The applicable policies and Terms of Use are those in force when you use the website. If any condition is deemed invalid, void, or unenforceable, it will be deemed severable and not affect the validity and enforceability of remaining conditions.

### **Whole Agreement**

These Terms of Use constitute the entire agreement between you and Ava Jane Ltd unless a specific written agreement with you explicitly alters the contract terms.

### **Governing Law and Jurisdiction**

These terms are governed by English law, and users and visitors submit to the non-exclusive jurisdiction of English courts.

## **Payments**

Payments shall be made online or via bank transfer unless a specific written agreement between Ava Jane Ltd and the user dictates otherwise.

Persons placing ads or uploading event listings on our website shall pay through Stripe. An email will be sent automatically upon confirmation from Stripe that the transaction is completed successfully. Ava Jane Ltd is not registered for VAT at this time. Ava Jane Ltd will send an invoice containing order details only if requested in writing by the user. The contract between Ava Jane Ltd and the user is concluded upon the user receiving email payment confirmation.

*Created: January 2024*

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