



## **Terms and Conditions**

These Terms and Conditions for outline shopping and the rules and regulations for use of **Luxurious Boutique YANA's** website. By accessing our website, we assume you accept our Terms and Conditions in full. Do not continue to use **Luxurious Boutique YANA's** website if you do not accept all of the Terms and Conditions stated on this page.

The following terminology applies to following Terms and Conditions: "Client", "You" and "Your" refers to the person accessing this website and accepting our terms and conditions. "The Store", "Ourselves", "We", "Our" and "Us", refers to our Store. "Party", "Parties", or "Us", refers to both parties.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Store's stated services/products, in accordance with and subject to, prevailing law of United Kingdom. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

**Luxurious Boutique YANA** is operated by **NIMEC LIMITED**, a company registered in England and Wales under company number **12798186**, with its registered office at **167–169 Great Portland Street, 5th Floor, London, W1W 5PF, United Kingdom**.

**NIMEC LIMITED** is a member of the **NIMEC GROUP**, a private international holding focused on sustainable technology, fashion innovation, and creative commerce.

### **License**

Unless otherwise stated, **Luxurious Boutique YANA** and/or it's licensors own the intellectual property rights for all material on **Luxurious Boutique YANA**. All intellectual property rights are reserved. You may view and/or print pages from <http://www.yanashop.uk> for your own personal use subject to restrictions set in these terms and conditions.

### **You must not:**

- 1) Republish material from <http://www.yanashop.uk>
- 2) Sell, rent or sub-license material from <http://www.yanashop.uk>
- 3) Reproduce, duplicate or copy material from <http://www.yanashop.uk>
- 4) Redistribute content from **Luxurious Boutique YANA** (unless content is specifically made for redistribution).
- 5) Hyperlinking to our Content.



**The following organizations may link to our web site without prior written approval:**

- 1) Government agencies;
- 2) Search engines;
- 3) News organizations;
- 4) Online directory distributors, when they list us in the directory may link to our web site in the same manner as they hyperlink to the web sites of other listed businesses; and
- 5) System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

**We may consider and approve in our sole discretion other link requests from the following types of organizations:**

- 1) Commonly-known consumer and/or business information sources such as Chambers of Commerce, AARP and Consumers Union;
- 2) Associations or other groups representing charities, including charity giving sites,
- 3) Online directory distributors;
- 4) Internet portals;
- 5) Accounting, law and consulting firms whose primary clients are businesses; and
- 6) Educational institutions and trade associations.

We will approve link requests from these organizations if we determine that:

- (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link);
- (b) the organization does not have an unsatisfactory record with us;
- (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of; and
- (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other web site information so long as the link:

- (a) is not in any way misleading;
- (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and
- (c) fits within the context of the linking party's site.





If you are among the organizations listed above and are interested in linking to our website, you must notify us by sending an e-mail to [admin@yanashop.uk](mailto:admin@yanashop.uk)

Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

No use of **Luxurious Boutique YANA's** logo or other artwork will be allowed for linking absent a trademark license agreement.

### **Frames**

Without prior approval and express written permission, you may not create frames around our web pages or use other techniques that alter in any way the visual presentation or appearance of our web site.

### **Reservation of Rights**

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our web site. You agree to immediately remove all links to our web site upon such request.

We also reserve the right to amend these terms and conditions and its linking policy at any time.

By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

### **Removal of links from our website**

If you find any link on our web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

### **Content Liability**

We shall have no responsibility or liability for any content appearing on your web site. You agree to indemnify and defend us against all claims arising out of or based upon your website. No link(s) may appear on any page on your web site or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.



## Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

### Nothing in this disclaimer will:

- 1) Limit or exclude our or your liability for death or personal injury resulting from negligence;
- 2) Limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- 3) Limit any of our or your liabilities in any way that is not permitted under applicable law; or
- 4) Exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer:

- (a) are subject to the preceding paragraph; and
- (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

## Online Store Terms

By agreeing to these Terms and Conditions, you represent that you are at least the **18 years' age** and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature. In case of Your Total amount is less or equal to **GBP 5,000.00 (Five Thousand UK pounds)**, we will issue **Invoice only**.

In case if Your Total amount is more than **GDP 5,000.00 (Five Thousand UK pounds)**, you have to download and sign the **Purchase Contract** (see in our website footer the link).

A breach or violation of any of the Terms will result in an immediate termination of your Services.





### **Modifications to the service and prices.**

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### **Accuracy of billing and account information.**

We reserve the right to refuse any order you place with us.

We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order.

These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.

In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store.

You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

### **User's comments, feedback and other submissions**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us.

We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.





You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### **Errors, inaccuracies and omissions.**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### **Prohibited uses.**

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### **Disclaimer of warranties; Limitation of Liability**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.





You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall **Luxurious Boutique YANA**, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **Changes to the Terms and Conditions**

You can review the most current version of the Terms and Conditions at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

