

## Site Terms of Use ("Site Terms")

### **Access to this Site and Changes**

1. Access to and use of the [www.sonata-lingerie.com](http://www.sonata-lingerie.com) website ("**this Site**") is provided by us subject to these Site Terms. "**We**" are Sonata Lingerie Limited, a company registered in England under number 06650251 with registered office at 7B High Street, Barnet, Hertfordshire, EN5 5UE.
2. Your use of any part of this Site constitutes your acceptance of these Site Terms which takes effect on the date on which you first use this Site. If you do not agree with these Site Terms, you should cease using this Site immediately.
3. We reserve the right to change these Site Terms at any time without notice to you by posting changes on-line. You are responsible for regularly reviewing information posted on-line to obtain timely notice of such changes. Your continued use of this Site after changes are posted constitutes your acceptance of the amended Site Terms.
4. You are responsible for bringing these Site Terms to the attention of all persons accessing this Site through your Internet connection.
5. You must not interfere with another person's use of this Site or otherwise act in a way that negatively affects another person's use of this Site.
6. You are responsible for checking the contents of this Site and restricting its access to minors.
7. You shall not use this Site in any way which in any respect:
  - 7.1 is in breach of any law, statute, regulation or byelaw of any applicable jurisdiction;
  - 7.2 is fraudulent, criminal or unlawful;
  - 7.3 is inaccurate or out-of-date;
  - 7.4 may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political;
  - 7.5 impersonates any other person or body or misrepresents a relationship with any person or body;
  - 7.6 may infringe or breach the copyright or any intellectual property rights or privacy or other rights of us or any third party;
  - 7.7 may be contrary to our interests;
  - 7.8 is contrary to any separate specific rule or requirement that we stipulate on this Site in relation to a particular part of this Site or this Site generally; or

- 7.9 involves your use, delivery or transmission of any viruses, unsolicited e-mails, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
8. You hereby grant to us an irrevocable, royalty-free, worldwide, assignable, sub-licensable licence to use any material which you submit to us or this Site for the purpose of use on this Site or for generally marketing this Site or our products or services generally. You agree that you waive your moral rights to be identified as the author and we may modify your submission.
9. We do not undertake to monitor any comments made by users on this Site, but we reserve the right in our absolute discretion to omit, remove, suspend or edit any material, information or data that you or any user transmits, posts or sends to us or this Site.
10. The views and comments on contributions to this Site are those of the authors and do not necessarily reflect the views of us or any of our officers or employees. We will not be responsible or liable for any material, information or data supplied by you or other users to this Site.
11. You agree to comply at all times with any instructions for use of this Site which we make from time to time.
12. You shall fully and promptly indemnify us against all damages, proceedings, claims, demands, liabilities, losses, charges, costs and expenses which we may suffer or incur as a result (direct or indirect) of any breach by you of any obligation on you under these Site Terms.

#### **Availability of This Site, Security and Accuracy**

13. Whilst we endeavour to make this Site available 24 hours a day, we will not be liable if for any reason this Site is unavailable at any time or for any period. We make no warranty that your access to this Site will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. In addition, we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.
14. Access to this Site may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of this Site for any reason. If we impose restrictions on you personally, you must not attempt to use this Site under any other name or user.
15. We do not warrant that this Site will be compatible with all hardware and software which you may use. Although we may put in place security measures for your protection, we shall not be liable for damage to, or viruses or other code that may affect, any computer equipment, software, data or other property as a result of your access to or use of this Site or your obtaining any material from, or as a result of using, this Site. We shall also not be liable for the actions of third parties in breaching any security measures.

16. We may change or update this Site and anything described in it without notice to you.
17. Whilst we endeavour to ensure that information and materials on this Site (including without limitation details about our products) are correct, no warranty, express or implied, is given that they are complete, accurate or up-to-date and we do not accept any liability for any errors or omissions. If you place orders through or as a result of using this Site, you are responsible for ensuring that your orders contain all necessary and accurate information.
18. The contents of this Site are intended for convenience only. Nothing on this Site shall constitute advice specific to your circumstances or a recommendation. We do not suggest that any product or service mentioned on this Site is either available to you or complies with laws outside of England and Wales.

### **Supply of products on this Site**

19. Our supplies of our products referred to on this Site shall be governed by our Terms and Conditions of Sale applicable to the sale of those products. A copy of our terms and conditions are on this Site or available to you upon request by contacting us by e-mail, telephone or post at the contact details set out at the end of these Site Terms.
20. Any other supplies of products by any third parties referred to on this Site shall be governed by those third parties' own terms and conditions applicable to the sale of those products. We are not responsible for the acts or omissions of any third parties and it is your responsibility to deal directly with the third party from whom you buy products in the event of you having any claims or issues.

### **Our liability to you**

21. We do not exclude or limit our liability for death or personal injury caused by our negligence or for our fraudulent misrepresentation.
22. In all cases, other than in respect of the products that we supply for a fee which are governed by our Terms and Conditions of Sale, to the extent permitted by law we shall not be liable for any direct, indirect or consequential losses (including, without limitation, loss of business, loss of data, loss of use, business interruption and loss of profits) arising from the use of or inability to use this Site, or any material contained in it or accessible from it, or from any action or decision taken as a result of using this Site or any such material.

### **Third Party Websites**

23. This Site may contain links to other websites. Although we have sought to carefully select any site to which a link from this Site exists, we have no control over and accept no responsibility for the content of such linked sites. The links are provided "as is" with no warranty, express or implied, for the information provided within such sites.
24. You must not without our permission frame any of this Site onto your own or another person's website.

## **Intellectual property rights**

25. All intellectual property rights of any nature anywhere in the world (including all copyright, patents, trade marks, service marks, trade names, designs (including without limitation the "look and feel" and other visual or non-literal elements) whether registered or unregistered) in the Site, information and content and material (including designs of the products) on or accessible from the Site, any data collected by us and database operated by us and all the Site design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets and scripts) and Site methodologies shall remain our property (or that of our licensors). You shall not, and shall not attempt to, obtain any title to any such intellectual property rights. All rights not expressly granted by us are reserved.
26. None of the material described in Clause 25 may be reproduced or redistributed without our prior written permission. You may, however, retrieve and display the content of the Site on a computer screen, store such content in electronic form on disk (but not on any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices in any electronic or hard copy of the material or the Site. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Site without our permission.
27. No part of the Site or the material described in Clause 25 may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission or as provided by law.
28. If you quote from the Site, you must do so fairly and give due accreditation to the author and us and reference to the Site.
29. Except to the extent that we expressly permit, you must not modify any material described in Clause 25.
30. As between you and us, all rights (including goodwill) in the "Sonata Lingerie", name and logos are owned by us (or our licensors). Other product and company names mentioned on the Site are the trade marks or registered trade marks of their respective owners.

## **Privacy Policy**

31. You agree to be bound by the [Privacy Policy](#) currently in force.

## **Severability**

32. If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Site Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

### **Contacting us**

33. If you want to contact us for any reason, please contact us by e-mail at [info@sonatalingerie.com](mailto:info@sonatalingerie.com), by telephone at +44 (0)7949 251 210 or by post at 19 P Hyde Park Garden, London W2 2LY.

### **English law and jurisdiction**

34. These Site Terms shall be governed by and construed in accordance with English law. You submit to the jurisdiction of the English courts. You irrevocably agree that the English courts shall have exclusive jurisdiction over any claim or matter brought by you in relation to these Site Terms. We shall also have the right to bring a claim against you in the jurisdiction in which you are based and any other court of competent jurisdiction.