**Terms And Conditions**

## **1. Who operates this website?**

This website (the **website**) is operated by BEAUTY MATCHING ENGINE LTD., a company registered in England and Wales under registration number 12451874 whose registered office is at Flat 708 Schrier Arboretum Place Ropeworks, Barking, England IG11 7FL, UK, trading as “Beauty Matching Engine™” (**we**, **us** or **Beauty Matching Engine™**)

## **2. What are these terms about?**

**2.1** These terms set out some important points about use of the website. In order to use the website you have to agree to these terms, as they apply to all use of the website, and they form a legally binding contract between you and us. By using the website you agree to be bound by these terms, and they take effect on your first use of the website and on each occasion that you use the website. If you do not agree to be bound by these terms you may not access or use the website.

**2.2** We may change these terms from time to time and so you should check them regularly. Your continued use of the website will be deemed acceptance of the updated or amended terms. We last updated these terms on 1st January 2017

**2.3** We reserve the right to suspend or terminate the registration of any user who in our opinion is in breach of these terms.

## **3. How does the website work, and what is Beauty Matching Engine’s™ role?**

**3.1** The website allows you to use our Beauty Matching Engine™ technology to capture your preferences and recommend compatible beauty and skincare products in a quick, easy and personalised way. We do not charge service fees to users of the Website. In the future, Beauty Matching Engine™ may offer a premium subscription service offering members who pay a fee access to specific features.

**3.2** The recommended beauty and skincare products are made available by retailers and not Beauty Matching Engine™. Beauty Matching Engine™ is not a retailer and is not an agent of any retailer. Your purchase of the products will be from the retailers and will be subject to the retailers’ terms of sale (and returns policy) we are not involved in the purchase. We are not responsible for any purchases you make from retailers, or for any after sale service or returns, for any defects in any products, or for the retailers websites.

**3.3** We do our best to ensure the information we receive from retailers about their products is accurate and up to date but it might contain errors. We cannot guarantee that products are as described, available, or any specific quality and we make no representations or warranties as to the completeness, accuracy, adequacy, currency or reliability of retailers content.

**3.4** We are not liable for any loss or damage of any sort incurred in relation to any purchase of any goods or services you make from any retailer.

**3.5** The website contains hyperlinks to other websites. If you use the hyperlinks to access these other sites, you will leave the website and your browser will be redirected to the other sites. Those sites may have their own terms of use and privacy policies. Those sites are operated by third parties and we are not responsible for the content, information, services, products or advertisements presented by any of those other sites.

**3.6** Nothing in these terms limits or excludes Beauty Matching Engine’s™ liability for death or personal injury caused by its negligence.

**3.7** The Website and the services available through it are provided “as is” and on an “as available” basis, we do not warrant that the website will be uninterrupted or error free, that defects will be corrected, or that the website will be free of viruses or bugs.

**3.8** To the extent permitted by law Beauty Matching Engine™ excludes all representations and warranties including any implied warranties of satisfactory quality, fitness for a particular purpose, non–infringement, compatibility and accuracy. Beauty Matching Engine™ does not guarantee the timeliness, completeness or performance of the website or any of the content. While we try to ensure that all content is correct at the time of publication no responsibility is accepted by or on behalf of Beauty Matching Engine™ for any errors omissions or inaccurate content on the website.

**3.9** Beauty Matching Engine™ shall not be liable for any of the following losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the website.

## **4. What if there is a problem with a product I buy after seeing a recommendation on the website?**

Any queries or concerns relating to the product should be addressed to the relevant retailer. You should contact the retailer and read their returns policy.

## **5. What about my personal information?**

**5.1** In order to provide a personalised service we collect certain information from you upon registration and through your use of the service. Details about what data we collect and what we use it for is set out in our Privacy Policy.You should read this carefully. By accepting these terms and by using the website you are also accepting the Privacy Policy.

**5.2** The retailers you choose to buy products from may also collect personal data about you and you should make sure you read their privacy policies. We are not responsible for their use of the data you provide to them.

## **6. What rules apply to use of the Website?**

**6.1** You may only use the Website for non-commercial, personal, lawful purposes, and in a way that does not infringe anyone’s rights or restrict or inhibit anyone else’s use and enjoyment of the website. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the website.

**6.2** All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in the content on the website, including all names, images, logos and brands, is owned by Beauty Matching Engine™ or its licensors. The brands and logos of the retailers, and product images, are owned by the retailers and their licensors. You may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, alter, broadcast, transmit, make available to the public, or otherwise use the website content in any way except for your own personal, non–commercial use and as part of using the services available on the website.

## **7. What about my personal profile and password?**

**7.1** You must ensure that any information you provide to us will be accurate and up to date, including your correct name, email address and other details. In the future, there may be an option to have a public personal profile for which you may choose a pseudonym.

**7.2** You are responsible for all activities that occur under your account or password and agree you will not sell, transfer or assign your user account. You are responsible for maintaining the confidentiality of your password and for restricting access to your computer so that others may not access the website using your name, username or password in whole or in part.

**7.3** Creation of multiple registrations in such a manner as to attempt to manipulate the website or recommendations from Beauty Matching Engine™ is prohibited and we reserve the right to decline registration attempts that appear not to be genuine customer registrations.

## **8. What other general terms apply?**

**8.1** We may run competitions, promotions, prize draws and other opportunities on the website and these will be governed by a separate set of terms and conditions. A link to these terms and conditions will be available on the website, alongside details of the specific competition, promotion, prize draw and other opportunities. You should read those terms and conditions including any eligibility requirements.

**8.2** If any of these terms are determined to be illegal, invalid or otherwise unenforceable then that term shall be deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.

**8.3** The failure or delay of Beauty Matching Engine™ to exercise or enforce any right in these terms does not waive Beauty Matching Engine™ right to enforce that right.

**8.4** These terms shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.