

DEAD DOLLS MUSEUM WEBSITE TERMS & CONDITIONS

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern our relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not continue to use our website.

The terms 'we, 'us' or 'our' refer to the owner of this website, Dead Dolls Museum LTD trading as Dead Dolls Museum whose registered office is at 3rd Floor, 86-90 Paul Street, London, England, United Kingdom, EC2A 4NE. Our company registration number is 15419465 and the place of registration is England.

The term 'you' refers to the website user or viewer of our website.

The terms "this website" and "our website" as used in these terms and conditions are interchangeable.

The use of this website is subject to the following terms of use which apply to all of our website content, copyright material and other information and links on this website (jointly "material") and products and services (jointly "Product or Products") which you as the website user chose to access and/or purchase from us to use. These terms and conditions will form an agreement between us.

1. Purchasing Procedure

(a) You may only offer to purchase a Product from our website for the price specified if you are of the age and capacity to make a legally binding contract for such Product. All orders are received solely upon these terms and conditions.

(b) The prices quoted for a Product on our website are exclusive of any purchase/sales/delivery or other tax or charges applicable to the Product; to you as purchaser; to your country of delivery; or to payment charges.

(c) Your offer must be made on our website order page and contain your correct contact details including your name, addresses (billing and delivery), debit/credit card payment details which will be processed by our secure payment system or secure payment provider as well as all other information required on the order form.

(d) We will advise you as soon as possible if we accept or reject your offer, or, if the offer is pending if the Product is out of stock. We give no warranty as to the availability of stock.

(e) All accepted orders will be processed as soon as possible and delivery made in the manner specified on the order form or as otherwise notified to you.

(f) Risk of loss or damage to the Product passes to you as soon as we take payment for your order, which will be notified to you by email, but no title to the Product passes until payment is received by us in full (without refund) from the credit card processing provider.

(g) We, at our sole option and without giving reason, may reject your order for any reason. If we reject your order then neither you nor us will be under any further obligation or liability to the other. Your order will be deemed rejected if you do not receive any notification from us within 14 days of placing an order.

2. Product Repair/Returns Policy

(a) Where the Product has been purchased from our own website and does not conform substantially with the description on our website, has not been opened (if a sealed Product) or used and is returned within 7 days (as evidenced by proof of postage issued by the post

office or other carrier) then our entire liability shall be to refund the price paid by you upon safe return of the Product to us. Please be aware that shipping costs are non-refundable and you are responsible of paying your own shipping costs.

(b) Our liability for faulty Products is limited to one or more of the following which we will decide at our sole option, depending on the nature of the fault: (i) replacement of the Product or supply of an equivalent replacement; or (ii) refund the price paid by you upon safe return of the Product to us.

(c) For Products purchased from a linked website, please refer to that Provider's repair/returns policy. Our Providers' own repair/returns policies will appear on their respective websites and it is their sole responsibility to comply with their own policies. We accept no responsibility whatsoever either for the terms of their policies, for their procedures or for their compliance.

3. Copyright, Trade Mark, Database and other Intellectual Property Rights

(a) The entire contents of our website, including our domain names, Product lists, descriptions, information, prices and payment systems as well as the websites that we link to, together with our icons, graphics, logos, layout and multimedia information including but not limited to any and all variations, adaptations, translations or derivatives thereof whether or not computer-generated or using any AI software or tool ("Content") is our copyright material unless we state that certain information is the copyright of a third party which will be named as the Provider on the specific information, whether their material appears on our website or via a link to/from it.

(b) Our, or such Provider's, copyright information must remain on all whole or partial reproductions of the Content as "(c) [year] Copyright Dead Dolls Museum LTD/Provider* (*as applicable). All rights reserved worldwide".

(c) All trademarks and trade names which are denoted as owned by us or a Provider may only be used in direct association with our Content or Products or (as the case may be) the Provider's Content or Products as specified above. You undertake not to use such trade names or trademarks in association with or as part of your own or any third parties' trade names or marks nor in any manner which may be misleading, deceptive or disparaging to us or to any of our Providers.

(d) We assert our database rights, in addition to all other intellectual property rights and such similar rights worldwide to the Content of this website.

(e) You may not use any automated systems or software to extract any Content including but not limited to Product lists, prices, discounts, descriptions or other information from this website ("screen scrape") or use, republish, retransmit, redistribute or otherwise use or make our Content available (in whole or in part, whether combined with any other material or service or not) in hard copy, electronically or any other media (directly or indirectly): (i) to any other party other than as specified herein or (ii) in any newsletter, website, online service or bulletin board of your own or any other party without our express prior written consent. You undertake to indemnify us and our Providers (for their part, if any, of the Content information relating to their Products) fully in the event of your contravention of this condition and these terms and conditions.

(f) We reserve the right (at our sole discretion and with or without cause) to prohibit any individual, firm, organisation or company from using our website, the Content or to purchase Product from our website.

4. Third Party Products, links and advertisements

Where we have linked to other websites this is merely for ease of reference and in no way recommends or endorses those parties, their products, opinions, advice (if any), or services, their website content, relevance, security or privacy. This also applies to any advertisements appearing on our website. In no circumstances shall we be liable or responsible for any such third parties or their website content, products or services.

5. Your Postings, Feedback or other Participatory material

Where there is a location or forum on our website where you are permitted to make or contribute any postings, feedback, opinions or other remarks you acknowledge that the same is in the public domain and not confidential and is not endorsed by us in any way. You undertake to comply strictly with the following guidelines:

(i) you will not make or post any material which is untrue, unlawful, offensive, derogatory, defamatory, vulgar, abusive, racist or in any way objectionable of which we shall be the sole judge;

(ii) you will not make or post any material which infringes the copyright or other intellectual property rights in our Content that of any other party nor transmit any unsolicited advertising or promotional material nor material which contains viruses, malware, spyware or the like.

(iii) you will not post any personal data other than in strict compliance with all applicable data protection and privacy legislation, including but not limited to the General Data Protection Regulation (EU) 2016/679 (“GDPR”).

If we discover or are notified of any of the above, we, at our sole option and discretion shall have the right immediately and without notice, to remove such material without further enquiry and/or report the same to the appropriate law enforcement or other authorities and give them all necessary information to track and identify you and/or block your access to our website and/or take or participate in legal action against you either ourselves or with others.

6. Warranty Disclaimer

(a) Our website and its content are provided by us on an “as is” and “as available” basis and neither we nor the Providers make any representations and/or warranties of any kind.

(b) to the full extent permitted by the applicable law, we and/or our Providers disclaim all warranties, express or implied, including, but not limited to any warranty that

(i) the operation of this website, its servers, e-mails or content which may be sent from us, any of our providers, the website or linked websites will be secure, uninterrupted, error-free, private, free of viruses or other harmful components or up-to-date; or

(ii) that any product or services for sale on this website or any linked website will be, appropriate or relevant to your use or purpose or that content, data, prices or other information will be accurate or up-to-date.

(c) you expressly agree that your use of this website and any linked website is solely your responsibility and entirely at your own risk.

7. Disclaimer of liability

(a) **exclusion of damages.** to the maximum extent permitted by applicable law, in no event will we and/or our Providers be liable to you, any person deriving rights from you or any other person for any direct or indirect loss or damage of any kind, including without limitation, for lost profits, lost savings, lost data or other special, direct, indirect, punitive, consequential, or incidental damages arising out of or relating to these terms and conditions, use of our website

or any product or service furnished or to be furnished under these terms and conditions or the use thereof, even if we have been advised of the possibility of such loss or damage.

(b) **absolute cap on liability.** where liability may not be excluded under applicable law but may be limited, our maximum, aggregate liability and/or that of any Providers upon any claims howsoever arising out of or relating to these terms and conditions or any products or services furnished or to be furnished by us and/or the Providers under these terms and conditions will in any event be absolutely limited to the direct damages actually incurred by you up to but not exceeding the amount paid by you to us and/or Providers under these terms and conditions for the applicable Products.

(c) **Basis of the Bargain; Failure of Essential Purpose.** You acknowledge that we have set our prices and entered into these terms and conditions in reliance upon the Warranty Disclaimer and Limitation of Liability set forth above and that the same form an essential basis of the bargain between the parties. The parties agree that the Limitation of Liability specified in these Terms and Conditions will survive and apply even if the Warranty Disclaimer or any limitation of remedies is found to have failed of its essential purpose. Notwithstanding the foregoing, nothing contained herein shall limit our liability for our own acts or gross negligence.

8. Force Majeure

Neither party shall be under any liability to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of force majeure, namely, circumstances beyond the control of the either party which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, acts of war (declared or undeclared), terrorism, civil commotion, including acts of local government and parliamentary authority; inability to supply the Software, materials, breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer).

9. Online Dispute Resolution

Both parties agree that all disputes arising pursuant to your use of this website or any Product purchased by you therefrom shall be dealt with exclusively by way of Online Dispute Resolution by Consumer Dispute Resolution Limited www.cdrl.org.uk who can be contacted at CDRL, Stratford Office Village, Unit 12, Walker Avenue, Wolverton, Milton Keynes, MK12 5TW, Telephone: 020 3540 8063. Email: enquiries@cdrl.org.uk

10. Privacy and Cookies

Our privacy policy and information about cookies appear on our website here. Our Providers' own privacy policies will appear on their respective websites and it is their sole responsibility to comply with their own policies. We accept no responsibility whatsoever either for the terms of their policies or for their compliance.

11. Headings, Severability and Amendments

(a) The headings of these terms and conditions are inserted for convenience of reference only and are not intended to be part of or to affect their meaning or interpretation.

(b) If any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

(c) We reserve the right to amend any of these terms and conditions at any time and post the same on our website. Each time you use our website, you accept the current version of the terms and conditions.

(d) In terms of the enforceability of this Agreement for the avoidance of doubt these terms and conditions and this Agreement shall be deemed "in writing" and "accepted" by both parties.

12. Applicable Law

The parties hereby agree that this Agreement shall be governed by and construed in accordance with English Law and the Courts of England and Wales shall have exclusive jurisdiction.