

Website Terms and Conditions

Any access to and use of this website (“Website”) is governed by the terms and conditions of use set out below (“Terms and Conditions”). Use of this Website implies your agreement and acceptance of these Terms and Conditions. If you do not accept these Terms and Conditions, please do not proceed any further and leave this Website immediately.

This Website is operated by Faceworks UK Limited (“the Company”, “We”) whose registered office is situated at 2A Office House Alton Park, Gateway House, Aylesbury Bucks HP19 8YF.

1. GENERAL

- 1.1 This Website with URL www.faceworks.co.uk is for use by prospective customers and existing customers (“the Customer”, “you”, “your”) who wish to use one of more of the Services of the Company and to purchase Goods as provided on this Website from time to time and as described in paragraph 2.2 below. If the use of this Website is as a result of an agreement between a third party and the Company, then to the extent that these Terms and Conditions conflict with the terms and conditions of such an agreement, the Terms and Conditions of this Website shall prevail. If the Customer does not agree with the applicable Terms and Conditions then the Customer is not authorised to use this Website.
- 1.2 The Company reserves the right to change these Terms and Conditions at any time without notice by updating this page of this Website. Use of this Website after the Terms and Conditions have been updated constitutes acceptance of the Terms and Conditions as updated.
- 1.3 This Website and all intellectual property rights contained therein, including, but not limited to, any copyright or rights of a similar nature, unregistered and registered trade marks, and registered designs (including the right to register any such rights) are the property of Faceworks save in respect of the intellectual property rights belonging to any licensor, advertisers, partners, investors or sponsors on this Website.
- 1.4 Whilst this Website may be accessible from various parts of the world, **the Goods and Services provided through this Website are limited to the United Kingdom only until further notice.**

2. USE OF WEBSITE BY CUSTOMERS

- 2.1 This Website constitutes an invitation to treat. By using this Website, the Customer accepts these Terms and Conditions, as well as the terms of the Company’s Privacy Policy. Placing an order for the Goods and continuing through to our shopping basket is deemed an offer to purchase the Goods from this Website. Acceptance takes place when the Company sends you the confirmatory e-mail of your purchase, at which time a binding contract will be entered into with you and the Company. The Company reserves the right to refuse any offer to purchase the Goods by a Customer.
- 2.2 The Customer subscribes to this Website by entering into a contract with the Company for the performance of one or more of the Services and the contract is formed at the point when the Customer (i) pays the Subscription Fee (as defined below) and the payment has cleared and (ii) the Customer’s e-mail address has been validated as part of the process. The Subscription Fee shall be an annual membership charge (as provided on this Website from time to time) payable by the Customer.
- 2.3 The Company provides a range of services on this Website, including a facial exercise system entitled Faceworks, a short demo which is freely available on the homepage of this Website, plus health, anatomical and physiological information (“the Services”) along with a Faceworks DVD comprising the facial exercises which are sold via this Website (“the Goods”). The Company intends to provide a range of other goods and services, details of which can be found on this Website from time to time.
- 2.4 The creator of Faceworks, Elaine Bartlett (“Elaine”), has the following qualifications: Association of Systematic Kinesiology Foundation Course, Association of Systematic Kinesiology Nutritional Therapy

Course, John Logue College of Professional Kinesiology Advanced Course, ITEC Diploma in Anatomy and Physiology.

- 2.5 This Website is divided into two sections: the free section and the members section. The Customer may access the free section of this Website without any registration or membership. The members section of the Website is only accessible if you have subscribed to this Website.
- 2.6 The members section contains a registration process in order to gain access to this section of the Website.
- 2.7 All purchases of the Services and/or Goods made via this Website are subject to these Terms and Conditions.
- 2.8 You must accept and agree to these Terms and Conditions before making any purchase from this Website.
- 2.9 All prices are displayed in GBP and include packaging and delivery in connection with the Goods. Payments by credit card will be subject to a 2.0% handling charge.
- 2.10 We are currently not registered for VAT.
- 2.11 Payment of the Subscription Fee is accepted by both credit card or debit card via PayPal. PayPal accepts payment using the following cards: VISA, VISA ELECTRON, MASTERCARD, MEASTRO, AMERICAN EXPRESS and SOLO. PayPal also accepts payments by direct debit. The Company does not at any material time have access to Customer card payment details.
- 2.12 Once the Customer has subscribed to the Services, this will allow the Customer an annual membership for use of the members' section of this Website. The rights granted by membership are as provided on this Website from time to time.
- 2.13 When you are asked to register on this Website, you will be required to enter your first name, last name and an e-mail address; then you will be taken to the payment gateway to enter your card details. Once your registration has been successfully completed you will be sent a welcome e-mail with an automatically generated password to enable you to log into the Website, for the Company's records. Once the subscription process is completed, the Customer will be provided with a pass code/password to enter the member sections of the
- 2.14 Upon expiry of the Customer's membership, the Customer will be required to renew the membership, and access to the Services will be denied until the Subscription Fee has been paid. The Customer will be sent a reminder before membership is due to expire reminding the Customer of renewal of Customer's membership in order to enjoy uninterrupted access to the Services.
- 2.15 The Services are non-transferable and for use only by the individual subscribing to them. In the event that the Customer shares subscription details with a third party, the Company reserves the right to terminate the Customer's subscription.

3. CUSTOMER OBLIGATIONS

- 3.1 Each Customer warrants that the information provided at subscription is true and accurate to the best of the Customer's knowledge.
- 3.2 By using this Website, the Customer grants consent, in accordance with the Data Protection Act 1998, to allow the employees of the Company or organisations required by the Company in order for the Services to be provided, to access the Customer's personal records where required.
- 3.3 For the avoidance of doubt, no legal relationship shall exist between the Customer and the Company until the Customer subscribes to the Services by paying the Subscription Fee, or where the Customer seeks the purchase the Goods, the Customers order has been processed and the Goods dispatched to the Customer.

- 3.4 The Customer shall ensure that the Faceworks exercises are carried out in a safe manner and strictly in accordance with the instructions provided with the Goods and/or Services and the manual provided by the Company, where appropriate.
- 3.5 The Customer agrees to indemnify and keep fully indemnified the Company against any and all loss or damage of any kind suffered as a result of the Customer's misuse of the facial exercises, the Services and the Website (or the use of the Services and the Website by any third party accessing the protected area of this Website using the Customer's subscription information) or any breach or non-observance of these Terms and Conditions.

4. COMPANY'S OBLIGATIONS

- 4.1 The Company is responsible for providing the Services and supplying the Goods to the Customer with care and professionalism.
- 4.2 The Company shall provide each Customer with a unique login and password for secure access to the members' area of this Website.
- 4.3 Any changes to these Terms and Conditions shall be communicated to the Customer in accordance with paragraph 1.2 above.
- 4.4 The Company shall endeavour to establish and maintain reasonable safeguards against the destruction, loss or unauthorised alteration of this Website and shall institute security procedures to restrict unauthorised access to this Website, data and data files, including any back up material.
- 4.5 For the avoidance of doubt, the Company gives no warranties as to the quality of Faceworks, the Services and the Goods and the success and/or suitability of any of the facial exercise programs for a particular Customer. A number of factors can have a bearing on the effectiveness of the facial exercise programs, and these factors can reduce or increase the visible signs of the success of the facial exercise programs. As a result, the Company shall not be liable in anyway whatsoever in the event that the Customer does not deem the Services beneficial.
- 4.6 The Company provides no warranties as to the suitability of Faceworks, the Services and/or the Goods for Customers with physical conditions and the Customer is under a duty to consult his/her GP prior to using Faceworks, the Company's Services and/or Goods.

5. WEBSITE CONTENTS, FUNCTIONALITY AND EXCLUSION OF LIABILITY

- 5.1 The Company shall not be under any duty to place information on this Website, nor to update or correct any such information. The Company may in its absolute discretion edit, amend or remove any information placed on this Website at any time and without notice and for the avoidance of doubt, this shall include the Services and the Goods also.
- 5.2 The Company does not warrant or offer any assurances that this Website is compatible with a Customer's computer equipment or the network through which a Customer accesses this Website.
- 5.3 Whilst the Company shall endeavour to ensure that this Website is functioning at all material times, the Company does not warrant that this Website will be fully functional at all times. The Company reserves the right to suspend, restrict, or terminate this Website service without offering a reason.
- 5.4 Whilst the Company intends to display accurate information on this Website, the Company neither makes nor gives any representations or warranties, express or implied, about this Website or any material, information or hypertext links on this Website, including, but not limited to accuracy, completeness, legality, suitability for purpose, functionality, reliability, availability, speed of access or timeliness.
- 5.5 This Website provides links to other third party sites on the Internet. These sites may contain information or material that some people may find inappropriate, offensive or irrelevant. These third party sites are not

under the control of the Company, and by continuing to use this Website you acknowledge that the Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of the site by the Company or any association with its operators.

- 5.6 If sections of this Website contain information submitted to the Company by third parties, the Company shall not be held liable for any error, omission or inaccuracy in such material or submissions and reserves the right at its absolute discretion to omit, suspend or change any material or information submitted without giving notice.

6. CANCELLATION & TERMINATION

- 6.1 Where a Customer ceases to use this Website the Customer will not be required to notify the Company.
- 6.2 Once a Customer has ceased to use this Website, the information provided by the Customer to the Company will be kept in accordance with the Company's Privacy Policy.
- 6.3 The Customer is entitled to exercise the Customer's statutory rights which allow the Customer to cancel subscription within 7 days of subscription (also known as the "Cooling off period") if the Customer is unhappy, and requests a refund. Refunds under this clause shall only be administered when the Customer has not accessed the Services within the 7 days immediately following the date of subscription. Once the Customer has notified the Company of cancellation (and it is within the Accepted Period), the Company will credit the Customer's account for the entire cost of subscription. In the event that the Customer has commenced using the Service, the Cooling off period shall lapse and the right to request a refund shall cease to exist.
- 6.4 The Customer is entitled to exercise the Customer's statutory rights which allow the Customer to return the Goods within 7 days of receipt (also known as the "Cooling off period") if the Customer is unhappy, and requests a refund. Refunds under this clause shall only be administered when the Customer has returned the Goods to the Company in the same condition in which they were dispatched to the Customer by the Company. In respect of the Goods, once the Company has received the Goods, the Company will credit the Customer's account for the entire cost of the Goods.
- 6.5 The Company shall be entitled to terminate the Customer's subscription without notice in the event that the Customer is in breach of these Terms and Conditions. In the event of termination under this paragraph, the Customer shall not be entitled to any refund of the Subscription Fee.

7. DATA PROTECTION

- 7.1 Subject to paragraph 3.2 above, the use of Customers information is governed by the Company's Privacy Policy.
- 7.2 Cookies may be used on the Website as described in the Privacy Policy.
- 8.3 The Company may use the Customer's personal information for marketing purposes and the Customer will be given the option to Opt-in and Opt-out of such use of the Customer's personal information as provided in the Privacy Policy.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in these terms and conditions shall exclude or in any way limit the Company's liability for fraud, (or for death or personal injury caused directly by its negligence), or any other liability to the extent such liability may not be excluded or limited as a matter of law. Subject to this:

- 8.1.1 the Company's maximum aggregate liability under or in connection with these Terms and Conditions, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the Subscription Fee or costs of the Goods purchased by the Customer under these Terms and Conditions
- 8.1.2 the Company will not be liable to the Customer under these Terms and Conditions for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
- 8.1.3 in accordance with paragraphs 4.5 and 4.6 above, the Company shall not be liable for any injury suffered by the Customer whatsoever, arising out of or in connection a with the aforementioned paragraphs.

9. ENTIRE AGREEMENT AND SEVERABILITY

- 9.1 These Terms and Conditions constitute the entire understanding between the parties with respect to the subject matter of this Website and supersede all prior terms and agreements between the parties relating to it.
- 9.2 If any clause(s) of these Terms and Conditions is held invalid or unenforceable, the clause shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining clauses shall remain in full force and effect.

10. NOTICES

- 10.1 Any notice to be served under these Terms and Conditions shall be in writing and served upon the other party at its address (in the case of the Company as set out above, and in the case of the Customer as provided during subscription or purchase of the Goods) either by hand or by first class pre-paid post and shall be deemed served 48 hours after posting if sent by post, or on delivery if delivered by hand.

11. LAW AND JURISDICTION

- 11.1 These Terms and Conditions shall be governed by the law of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English courts.

12. ACCEPTANCE

- 12.1 Customers acknowledge that they have read and accept these terms for use of the Website by ticking the box below before proceeding to subscribe to the Website.

Date Last Updated: 19th May 2008