

## **1. Introduction**

1.1 These Terms apply to any retailer who wishes to subscribe to the Dress Tribe site (the **Site**) owned and operated by Watermelon Well Sarl, trading as The Dress Tribe, of Rue Dr Alfred Vincent 12, 1201, Geneva, Switzerland (**TDT**) to promote their stock of bridal wear and bridal accessories. No other terms apply, including all terms and conditions otherwise implied by law, custom or previous course of dealing to the maximum extent permitted by law. By subscribing to and using the Site you agree to be bound by these terms of use (the **Terms**) together with the privacy policy accessible in the Site (the **Privacy Policy**). These Terms and the Privacy Policy affect your legal rights and obligations so please read them carefully. If you do not agree to be bound by these Terms and/or the Privacy Policy, do not use or subscribe to the Site. If you have any questions, you can contact us by email at [boutiques@thedresstribe.com](mailto:boutiques@thedresstribe.com).

1.2 TDT reserves the right to update these Terms from time to time at its discretion. If we reasonably believe that the change to the Terms is significant, we shall notify all subscribers by email. Otherwise, updated Terms will be effective as soon as they are accessible. You are responsible for regularly reviewing these Terms so that you are aware of any changes to them.

1.3 The Site operates as a platform for designers to showcase their bridal wear and accessories, for retailers (**Retailers**) to indicate which bridal wear and accessories they stock and for customers (**Customers**) to search for bridal wear and accessories, and for current Retailers. TDT does not itself stock or sell bridal wear and/or accessories and has no responsibility for acts or omissions of the Designers and/or Customers. Different benefits are available to you depending on your subscription (your **Subscription**).

1.4 If you are a Designer and a Retailer, you agree that the Designer Terms shall apply to your activities on the Site as a Designer.

## **2. Registration, Fees**

2.1 If you wish to subscribe to the Site to create a TDT account as a Retailer, you must (a) be at least 18 years old; (b) be legally capable of entering into a contract; and (c) have the authority to bind any organisation you purport to represent.

2.2 You will create a username and password. You are responsible for keeping such log in details confidential and you are responsible for any activity under your TDT account. Only employees within your organisation can access your TDT account and so you must not share your log in details outside of your organisation. Please take precautions to protect your log in details and send an email to [boutiques@thedresstribe.com](mailto:boutiques@thedresstribe.com) if you believe there has been any unauthorised use of your TDT account. You warrant that all information you provide on sign up is accurate and complete and you shall promptly make any changes to your TDT account as necessary to reflect any changes in such information. We shall process all personal data that you provide to us in accordance with our Privacy Policy [*include link*].

2.3 The fees to use the Site (the **Fees**) are due in advance. The Fees are due in Euros and in full and cleared funds without any deductions or withholding.

2.4 We may increase the Fee at any time so if you wish to renew your Subscription, please check the then current Fee.

2.5 If the Fee is not received in full and cleared funds within 5 days after the due date, and

without prejudice to any other rights and remedies available to us, then, until the Fee is paid in full, we may (a) after issuing with written advise advising of non-payment, suspend access to the Site; and (b) charge you costs and interests in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

### 3. Use of Site

3.1 As noted above, your access the Site and the benefits we make available to you depends on your Subscription. You should check the benefits of your Subscription carefully to ensure that it properly reflects the benefits you require. We may from time to time replace certain benefits with comparable benefits to an equivalent without any liability.

3.2 For all Subscriptions, TDT grants to you a personal, non-exclusive, non-transferable right to use the Site to create a profile within your TDT account and upload content including details of the Designers' bridal wear and accessories that you stock and information and images about your business (**Your Content**). You agree that Your Content must comply with the provisions of Condition 6.

3.3 You have no right to transfer or sub-contract your TDT account or your right to access the Site.

3.4 You must not use the Site in any way that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site or interferes with any third parties use of the Site. You shall comply with all reasonable instructions of TDT in relation to the use of the Site.

3.5 When using the Site, you must not:

- (a) collect content from the Site by automated means;
- (b) attempt to access areas of the Site that are not available to you, including another user's account and/or the accounts of a Retailer or a Customer;
- (c) build a product competitive to the Site or otherwise using similar ideas, features, functions or graphics as the Site;
- (d) attempt to access the technology behind the Site for any purpose;
- (e) use the Designer information on the Site to create your own database of contacts except as part of your TDT account on the Site.

3.6 From time to time, you may receive a notification in your TDT account with details of new bridal wear and/or accessories included by a Designer on the Site. If you currently stock the bridal wear and/or accessories in question, you may then link such bridal wear and/or accessories to your TDT account. In addition, you must keep up-to-date and accurate, all links created so that if you no longer stock any bridal wear and/or accessories, your TDT account reflects this.

3.7 From time to time, you may also receive a notification in your TDT account from a Customer who wishes to book an appointment. You must promptly respond to the notification, and provide to the Customer sufficient information to ensure that the Customer understands your cancellation policy and whether any fee is due, together with all other information that you are lawfully required to provide to that Customer.

3.8 Failure or repeated failure to comply with Condition 3.6 and/or Condition 3.7 shall constitute a material breach of these Terms and we shall be entitled to suspend or terminate your TDT account without liability.

#### **4. Site Availability**

4.1 TDT will use reasonable endeavours to make the Site available at all times. However, there may be occasions when access to the Site may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

4.2 TDT shall use all reasonable endeavours to keep the Site secure but you acknowledge that the Site may be subject to breaches of security and that TDT shall have no liability for any lost content and/or data or for any unavailability as a result of any attack or assault on its security or any attempt to disrupt the Site.

4.3 Subject to the provisions of Condition 3.1, we reserve the right to remove any content or features from the Site for any reason, including any Designer and/or any Designer's bridal wear and/or accessories without prior notice and/or to suspend or cease providing any services relating to the Site without notice, and shall have no liability or responsibility to you in any manner whatsoever in such circumstances except to refund all or part of a Fee paid in advance for the services no longer provided at all on the Site that were previously accessed through your TDT account.

4.4 You shall not act in a way which could risk overloading, impairing or damaging access to the Site and supporting infrastructure. If at any time your access to and/or use of the Site is excessive and as a result impacts on other users' ability to access the Site, we shall notify you accordingly and you shall promptly take appropriate steps to remedy such use. We reserve the right to increase the Fee due to any such excessive use.

4.5 You must ensure that your systems meet all relevant technical specifications necessary for you to use and access the Site. We are not liable to you if you are unable to access the Site for any reason outside of our control, including your failure to use appropriate equipment or insufficient bandwidth.

4.6 Whilst we undertake appropriate commercial checks for viruses and other harmful code within the Site, we cannot guarantee that the Site shall be free from such viruses or other harmful code. You are responsible for implementing sufficient procedures and virus blocking protocols to protect your computer system from damage.

#### **5. IP Rights**

5.1 You agree that no copyright or other intellectual property rights shall transfer to you under these Terms or otherwise, save that nothing in this Condition 5.1 shall affect ownership of the rights in Your Content. You have no right to use or reproduce our name or logo without our permission.

5.2 If you believe any content on the Site infringes your copyright, you may submit a notice to us including the following information:

(a) a physical or electronic signature of a person authorised to act on behalf of the owner of

any exclusive right that is allegedly infringed;

(b) identification of the copyright work claimed to have been copied;

(c) identification of the material that is claimed to be copied;

(d) to the extent that we do not already have it, information reasonably sufficient to enable us to contact you, including your name, email and/or postal address;

(e) a statement that you have, in good faith, a belief that use of the material within the Site is not authorised by the copyright owner, its agent and/or the law; and

(f) a statement that the information in the notice is accurate and under penalty of perjury, you are, or you are authorised to act on behalf of, the owner of an exclusive right that is allegedly infringed.

## **6. Your Content**

6.1 Once you have set up your TDT account you can upload Your Content. You warrant and represent to us Your Content shall not:

(a) breach the provisions of any law, statute or regulation including any data protection laws and/or regulations;

(b) infringe the copyright, database rights, trade mark rights or other intellectual property rights of any third party;

(c) be made in breach of any legal duty owed to any third party, such as a contractual duty or a duty of confidence;

(d) be deliberately or knowingly false, inaccurate or misleading or out-of-date;

(e) include any content which promotes fraudulent, obscene, pornographic, inappropriate or illegal activities; promotes violence or hatred; is or discriminatory of any group of people; is sexually explicit; or is obscene, offensive, hateful or inflammatory;

(f) contain any virus; and/or

(g) give rise to any cause of action against TDT.

6.2 You grant to TDT a non-exclusive, royalty free, transferable licence to reproduce Your Content on the Site and within promotional and marketing materials for the Site and our business generally, including within social media content for TDT. You further agree that all Designers and Customers on the Site shall be entitled to use Your Content in accordance with our terms of use with Designers and our separate terms of use with Customers.

6.3 We do not monitor or review Your Content. However, we may remove Your Content or any part of it at any time and without notice if we reasonably believe that Your Content infringes any of the provisions of these Terms.

6.4 You agree that Designers and Customers rely on Your Content, and accordingly, you agree to keep Your Content up-to-date and complete, including your schedule of appointments and stock.

6.5 Any images contained within Your Content must *[insert resolution requirements]*

## **7. Indemnity and Liability**

7.1 You shall indemnify and keep indemnified and held harmless TDT from and against any costs, claims, losses, damages, expenses and liabilities that we may suffer or incur arising as a result of any claim or allegation from a retailer, user or other third party relating to your acts or omissions, including but not limited to a breach of the warranties in Condition 6.

7.2 Subject to payment of the Fee due, we shall make available the benefits associated with your Subscription with all reasonable skill and care. Except as set out in these Terms, and to the extent permitted by law, no representation, warranties and/or conditions are given or assumed by us in relation to your access to the Site or Subscription, and you agree that you have not relied upon any other representations, warranties or conditions to enter into these Terms. In particular we make no promises or representations that a Designer will allow you to stock any particular bridal wear and/or accessories and/or that a Customer will make an appointment with you or purchase bridal wear and/or accessories from you. Furthermore, we have no liability for the acts or omissions of the Designers and/or Customers on the Site. You should contact a Designer or a Customer directly if you have any questions, comments or complaints about their activities.

7.3 We shall be liable to you only for losses and damages that arise as a direct result of our breach of these Terms and/or our negligence. We shall in no circumstances be liable to you in contract, tort (including negligence) or otherwise for any indirect losses you may suffer as a result of use of the Site, including:

(a) loss of profit, anticipated profits or business;

(b) loss of data including Your Content;

(c) loss of opportunity;

(d) loss of revenue;

(e) loss of goodwill or reputation;

(f) wasted expenditure; and/or

(g) consequential, special or incidental loss or damage (whether or not advised of the possibility of the same).

You agree that the provisions of this Condition 7.3 are severable.

7.4 Our total liability to you for all claims or series of claims under these Terms whether in contract, negligence or otherwise for any damages, losses or expenses shall be limited to the Fee paid by you in the 12 (twelve) months preceding the date the claim arose.

7.5 Nothing in these Terms shall be construed as excluding or limiting our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be excluded by English law.

## 8. Confidential Information

8.1 **Confidential Information** shall mean all confidential information whether written or oral and in whatever medium and relates to the business, products, financial and management affairs, customers, employees or authorised agents, plans, proposals, strategies or trade secrets disclosed by one party under these Terms (the **Disclosing Party**) to the other party (the **Receiving Party**).

8.2 The Receiving Party shall not, and shall ensure that its employees shall not, use copy or disclose any of the Confidential Information of the Disclosing Party except to exercise its rights and to carry out its obligations under these Terms.

8.3 The Receiving Party shall only disclose the Disclosing Party's Confidential Information to those of its employees to the extent that they need to know the same in order to carry out its obligations under these Terms and where those employees are bound by written obligations of confidentiality and non-use and such obligations apply to the Confidential Information disclosed to them.

8.4 The provisions of Conditions 8.1, 8.2 and 8.3 shall not apply to any Confidential Information which:

- (a) is or becomes generally available to the public other than as a result of any act or omission of the Receiving Party;
- (b) is already in or comes into the possession of the Receiving Party from a person lawfully in possession of the information and owing no obligation of confidentiality to the Disclosing Party in respect of the information; or
- (c) is required to be disclosed by any court, government or administrative authority competent to require disclosure.

## 9. Termination

9.1 Your Subscription begins on the date we receive payment of the Fee.

9.2 We reserve the right to suspend or terminate your Subscription at any time without notice or liability if:

- (a) any information that you provide to us is not true, ceases to be true, or we cannot verify or authenticate any such information; and/or
- (b) we receive a complaint from a Designer or Customer that relates to you.

9.3 Either of us reserves the right to terminate your Subscription at any time without notice or liability if the other:

- (a) is in breach of these Terms including but not limited to a breach of the warranties in Condition 6;
- (b) enters into liquidation compulsorily or voluntarily or compound with its creditors or have

an administrator, receiver or administrative receiver appointed over all or any part of its assets or take or suffer any similar action in consequence of debt (except where any action occurs for the purposes of reconstruction or amalgamation whilst solvent).

### 9.3 Following termination of your Subscription:

- (a) you must cease to use the Site and you must not re-register on the Site under any other name;
- (b) Your Content may be removed within a Retailer's profile; and

### 9.4 Termination of your Subscription shall not affect the accrued rights of each party.

9.5 If we terminate your Subscription, no refund shall be due for the Fee paid in advance for any unused duration of your Subscription.

## 10. Force Majeure

10.1 For the purposes of this Condition 10, an event of **Force Majeure** means any event beyond the reasonable control of either party, including change in laws or regulations, war, invasion, armed conflict, terrorism, strike, lock-out, labour dispute, failure of suppliers or subcontractors, riot, civil commotion, accident, act of God, fire, flood and storm, pandemic or epidemic.

10.2 If a party is prevented, hindered or delayed from or in performing any of its obligations under these Terms by an event of Force Majeure, the affected party's obligations under these Terms are suspended without liability while the event of Force Majeure continues and to the extent that it is prevented, hindered or delayed.

10.3 If performance of any obligation under these Terms is prevented, hindered, or delayed for more than 10 days due to an event of Force Majeure either party shall be entitled to terminate these Terms on written notice to the other party.

## 11. General

11.1 Nothing in these Terms shall confer or purport to confer on any third party, including a Designer or Customer any benefit or the right to enforce any of these Terms under the Contracts (Rights of Third Parties) Act 1999.

11.2 The failure or delay of a party to exercise or enforce any right under these Terms shall not be deemed to be a waiver of that right nor operate to bar the exercise or enforcement of it at any other time. Unless a right or remedy of a party is expressed to be an exclusive right or remedy, the exercise of it by a party is without prejudice to that party's other rights and remedies.

11.3 If any provision of these Terms is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties

11.4 Any notice given under these Terms shall be in writing and shall be served by delivering the notice by email, and any such notice shall be deemed to have been received at the time of delivery.

11.5 Nothing in these Terms shall create or imply a partnership or joint venture or agency relationship between TDT and you.

## **12. Governing Law & Jurisdiction**

12.1 These Terms shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the exclusive jurisdiction of the English courts.

**Last updated: December 2020**