

THE DRESS TRIBE CUSTOMER TERMS OF USE

1. Terms

1.1 These Terms apply to any individual user who wishes to access and use the Site owned and operated by Watermelon Well Sarl of Rue Dr. Alfred Vincent 12, 1201 Geneva, Switzerland trading as The Dress Tribe (**The Dress Tribe**). 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 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 the Site. If you have any questions, you can contact us by email at support@thedresstribes.com

1.2 We reserve the right to update these Terms from time to time at our discretion. If we reasonably believe that the change to the Terms is significant, we shall notify all registered users 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 wedding dresses (**Designers**), and for retailers to indicate which bridal wear and accessories they stock (**Retailers**). The Dress Tribe does not itself design, stock or sell bridal wear and accessories and has no responsibility for acts or omissions of the designers or retailers.

2. **Registration**

2.1 If you wish to register on the Site to create a The Dress Tribe account, you must (a) be at least 18 years old; and (b) be legally capable of entering into a contract. You will create a username and password. You are responsible for keeping your username and password confidential and you are responsible for any activity under your The Dress Tribe account. Please take precautions to protect your password and contact by email at support@thedresstribes.com if you believe there has been any unauthorised use of your The Dress Tribe account. You warrant that all information you provide on sign up is accurate and complete and you shall promptly make any changes to your The Dress Tribe 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](#).

2.2 No fees are due from you in relation to the registration on the Site.

2.3 Once you have set up your The Dress Tribe account you can view profiles of Designers and Retailers, search for bridal wear and accessories, save bridal wear and accessories that you like within your The Dress Tribe account and find the Retailer closest to you that stocks the bridal wear and accessories you like to make an appointment. If you do book an appointment, you agree that the Retailer may charge a fee.

3. **Use of Site**

3.1 We grant to you a personal, non-exclusive, non-transferable right to use the Site. You can view, print and download content, including images, from the Site for your own personal use, but you must otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever the Site content.

3.2 in particular, you must not:

- (a) harvest, scrape or 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 Designer or a Retailer;
- (c) build a product competitive to the Site or otherwise using similar ideas, features, functions or graphics as the Site;
- (d) circumvent or reverse engineer the Site;

(e) use the Designer or Retailer information to create your own database of contacts except as part of your The Dress Tribe account on the Site.

3.2 Within the Site, you can contact a Retailer or a Designer directly. Any such contact must be courteous and polite, and in particular must not contain any content that is inappropriate, obscene, offensive, hateful or inflammatory.

3.3 We 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.

3.4 We 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 we shall have no liability for any lost data or unavailability as a result of any attack or assault on its security or any attempt to disrupt the Site.

3.5 We reserve the right to remove any content or features from the Site for any reason, 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

3.6 No rights in the Site content shall transfer to you under these Terms.

3.7 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 authorized 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 infringed;

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

(d) to the extent we don't 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 Service 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.

4. Designer and Retailer Content

4.1 You agree that whilst we ask our Designers and Retailers to keep all of their information on the Site up-to-date and complete, we cannot check all the information ourselves, and accordingly, we are not liable for any errors or omissions in any content posted by a Designer or Retailer including incorrect stock listings, or incorrect descriptions. You understand that the Site content is for information only. We accept no obligation to verify or review such content.

4.2 If you choose to visit the website of a Designer or Retailer, you agree that we do not have any influence or control over any such websites and we are not responsible for and do not endorse any such websites or their availability or content.

5. Our liability

5.1 We shall:

(a) provide the Site with reasonable skill and care;

(b) use industry standard virus detection software to try to block the uploading of content to the Site that contains viruses.

5.2 However, we do not promise or represent that you will find suitable bridal wear and/or accessories or a Retailer close to you that stocks any particular bridal wear and/or accessories.

5.3 We are not responsible for the acts of a Retailer. If you arrange an appointment to view a wedding dress at a Retailer, you agree to review all of the terms and conditions of that booking, including the fee and any cancellation rights. You agree that on making the booking you are entering into an agreement with the Retailer. The Dress Tribe is not a party to that agreement.

5.4 If there is a problem with the Site that damages a device or any other digital content belonging to you and this is caused by our failure to use reasonable skill and care, we will either repair the damage or pay you compensation up to £20 per device. However, we will not be liable for damage which you could have avoided by following instructions about use or anything in the documentation on the Site. Otherwise, we are only liable to you for direct damages caused by us.

5.5 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. Your consumer rights are not affected.

6. Termination

6.1 We reserve the right to suspend or terminate your The Dress Tribe account at any time without notice or liability:

(a) if any information that you provide to us is not true, ceases to be true, or we cannot verify or authenticate any such information;

(b) you are in breach of these Terms;

(c) after a twelve (12) months continuous period of inactivity; and/or

(d) if we receive a complaint from a Designer or Retailer that relates to you.

6.2 Following termination by us of your The Dress Tribe account you must cease to use the Site and you must not re-register on the Site under any other name.

6.3 You can terminate your The Dress Tribe account at any time within your account profile.

7. General

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

7.2 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.

7.3 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

7.4 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.

7.5 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.

