

Terms of service

1. About the web site

The terms “JTJ Luxury Hair,” “us” and “we” refer to the owner of the web site Ltd a US registered company. The term “you” refers to the user or viewer of the website.

2. Eligibility

To be eligible to purchase goods on this Site and to lawfully enter into and form contracts on this Site under English law you must: (a) be aged 18 or older; and (b) register on the Site; and (c) be the holder of a valid payment method be that debit/credit card, cheque or PayPal account.

3. Language

This contract shall be concluded in English.

4. Prices

All prices indicated for products available via the Site are in United States Dollars.

Product Descriptions

We will take all reasonable care to ensure that all details, descriptions, images and prices of products appearing on the Site are correct at the time when the relevant information was entered onto the system; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colours or other content available on the Site are accurate, complete, reliable, current, or error-free. Although we aim to keep the Site as up to date as possible, the information including product descriptions appearing on this Site at a particular time may not always reflect the product exactly at the moment you place an order. We cannot confirm the price of a product until your order is accepted in accordance with our Placing an Order and Order Acceptance policy. See Section 7 below.

6. Purchase Related Policies

The products and services available on the Site, and any samples thereof we may provide to you, are for personal use only. You may not sell or resell any of the products or services, or samples. We reserve the right, with or without notice, to cancel or reduce the quantity of any orders that we believe, in our sole discretion, may result in the violation of our Terms and Conditions.

7. Placing an Order and Order Acceptance

You will be guided through the process of placing an order by a series of simple instructions on the Site. You will be offered the opportunity to review your proposed order and confirm or correct it prior to finally placing your order. You place your order request for goods from the Site by clicking on the Proceed to Checkout and Continue buttons at the end of the on-line order process. Once you have placed your order, we will send to you an email acknowledgement providing you with the details and value of your order, which has been debited to your credit/debit card, paid via cheque/money order or PayPal account. This is not an order acceptance from Ltd until full payment has been received by Ltd. Unless we have notified you that we do not accept your order or you have cancelled your order in accordance with the cancellation section of the site, our acceptance of your order and the completion of the contract between you and us will take place when we have dispatched the goods ordered by you. To cancel your order after it has been dispatched to you, you will need to follow the returns policy and procedure. If you require a VAT invoice, please contact Customer Services via email at customerservice@JTJLuxuryHair.com. We may not accept your order if an item you have ordered is out of stock, we are unable to obtain authorisation for your payment, we suspect fraudulent activity or violation of these Terms and Conditions or if we identify a product or pricing error. If we are unable to fulfil your order following our order acknowledgement, we will contact you by email or telephone advising you of this. See Cancellation section of the Site.

8. Payment

You may pay using any of the methods specified in the payment section of the site. You confirm that PayPal account, credit or debit card that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses or does not, for any reason, authorise payment to us, whether in advance or subsequent to a payment, we will not be liable for any delay or non-delivery.

9. Title to Goods

We will retain the legal ownership of the goods until full payment has been made by you and such payment has been received by us. Legal ownership of the goods will immediately revert to us if we refund any such payment to you.

10. Risk of Loss

Risk in the goods will pass to you, only upon delivery to you.

11. Delivery

We will deliver the goods in accordance with the delivery option selected by you during the order process. Orders may be delivered in one or more parts. We do not accept any liability whatsoever for delayed delivery caused by any third party.

12. Acceptance of Goods

Upon receipt, you must inspect the goods. You will be deemed to have accepted the goods unless you notify us that you have cancelled the order and/or you return the goods in accordance with the Returns Policy and Procedure. If no such action is taken, we shall not be obliged to accept any rejection of the goods at a later date. Your statutory rights are not affected. If you have not received the entire order as detailed in the order confirmation email sent to you when an order is received, please contact Customer Services via email – customerservice@JTJLuxuryHair.com.

13. Intellectual Property

All content available on the Site, including, but not limited to, text, graphics, logos, button icons, images, audio clips, data compilations, and software, and the compilation thereof (collectively, the "Content") is the property of Ltd, and is protected by United States copyright laws. The trademarks, logos, and service marks displayed on the Site (collectively, the "Trademarks") are the registered and unregistered marks. Except as set forth in the limited licence in Section 15 below, or as required under applicable law, neither the Content, the Trademarks, nor any other portion of the Site may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without that company's prior written consent.

14. Limited Licence

We grant you a limited, revocable, and non-exclusive licence to access and make personal use of the Site. This limited licence does not include the right to: (i) frame or utilise framing techniques to enclose the Site or any portion thereof (ii) modify or download the Site or its contents (except caching or as necessary to view content); (iii) make any use of the Site or its Content other than personal use; (iv) create any derivative work based upon either the Site or its Content; (v) collect account information for the benefit of another party; (vi) use any meta tags or any other "hidden text" utilising our name or the Trademarks; or (vii) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure. We also grant you a limited, revocable, and non-exclusive licence to create a hyperlink to the home page of the Site for personal, non-commercial use only. A website

that links to our Site (i) may link to, but not replicate, our Content; (ii) may not imply that we are endorsing such website or its services or products; (iii) may not misrepresent its relationship with us; (iv) may not contain content that could be construed as distasteful, obscene, offensive or controversial, and may contain only content that is lawful and appropriate for all ages; (v) may not portray us or our products or services, in a false, misleading, derogatory, or otherwise offensive or objectionable manner, or associate us with undesirable products, services, or opinions; (vi) may not use any Trademark without express written permission; and (vii) may not link to any page of the Site other than the home page. We may, in our sole discretion, request that you remove any link to the Site, and upon receipt of such request, you shall immediately remove such link. Any unauthorised use by you of the Site terminates the limited licence set forth in this Section 14 without prejudice to any other remedy provided by applicable law.

15. Your Obligations and Responsibilities

In the access or use of the Site, you shall comply with these Terms and Conditions and the special warnings or instructions for access or use posted on the Site. You shall act always in accordance with the law, custom and in good faith. You may not make any change or alteration to the Site or any Content or services that may appear on this Site and may not impair in any way the integrity or operation of the Site. Without limiting the generality of any other provision of these Terms and Conditions, if you default negligently or wilfully in any of the obligations set forth in these Terms and Conditions, you shall be liable for all the losses and damages that this may cause to Ltd, our affiliates, partners or licensors.

16. Your Account

You warrant that the personal information which you are required to provide when you register as a customer is true, accurate and current in all respects. You are responsible for ensuring that the personal information you provide to us is up to date. If your personal information changes then please notify us immediately by contacting Customer Service email customerservice@JTJLuxuryHair.com Alternatively, you can update your details through the "My Account" page. You are responsible for maintaining the confidentiality of your account and password and for taking all reasonable measures to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. If you have reason to believe that your password has become known to somebody else, or is likely to be used in any way that is unauthorised by you, you should contact us immediately. If you forget your password we will reset it upon your request and send it to the email address, which you specified when you registered. Your account can be cancelled at any time by contacting Customer Services via email. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. We reserve the right to refuse service and/or terminate accounts without prior notice if you violate these Terms and Conditions or if we decide, in our sole discretion, that it would be in Ltd's best interests to do so.

17. Third Party Links

We are not responsible for the content of any off-Site pages or any other Sites linked to or from the Site. Links appearing on the Site are for convenience only and are not an endorsement by us, our affiliates or our partners of the referenced content, product, service, or supplier. Your linking to or from any off-Site pages or other Sites is at your own risk. We are in no way responsible for examining or evaluating and we do not warrant the offerings of, off-Site pages or any other Sites linked to or from the Site, nor do we assume any responsibility or liability for the actions, content, products, or services of such pages and Sites, including, without limitation, their statements and terms and conditions. You should carefully review the terms and conditions and policies of all off-Site pages and other Sites that you visit.

18. Submissions

It is our policy to decline unsolicited suggestions and ideas. Any solicited or unsolicited enquiries, feedback, suggestions, ideas or other information you provide us (collectively, "Submissions") will be treated as non-proprietary and non-confidential. Subject to the terms of our Privacy Policy, by transmitting or posting any Submission, you hereby grant us a nonexclusive, royalty-free, perpetual, transferable, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute, and display any Submission in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works. You also acknowledge that your submission may not be returned and we may use your Submission, and any ideas, concepts or know how contained therein, for any purpose including, without limitation, developing, manufacturing, distributing and marketing products. If you make a Submission, you represent and warrant that you own or otherwise control the rights to your Submission. You further represent and warrant that such Submission does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead us as to the origin of any Submission. You agree to indemnify us for all claims arising from or in connection with your claims to any rights in any Submission.

19. Representations and Warranties; Limitation of Liability

THE SITE IS PRESENTED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE), UNDER ANY CIRCUMSTANCES, FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SITE; (c) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-SITE LINKS ON THE SITE; (e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY SITES; (f) ANY INACCURACIES, OMISSIONS OR MISLEADING, FALSE OR DECEPTIVE STATEMENT IN THE CONTENT; OR (g) EVENTS BEYOND OUR REASONABLE CONTROL. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED STERLING AS APPLICABLE OR THE VALUE OF THE GOODS ORDERED WHICHEVER IS GREATER. BECAUSE SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

20. Indemnification

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your use of the Site. You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

21. Complaints

If you wish to complain about any matter in respect of the goods please contact Customer Service customerservice@JTJLuxuryHair.com.

22. Disputes

Your use of this Website and any purchase by you of any goods from Ltd shall be governed by English law and the parties hereto submit to the exclusive jurisdiction of the English courts.

23. General

You acknowledge and agree that these Terms and Conditions, which include our Privacy Policy, constitute the complete and exclusive agreement between us concerning your use of or purchases on the Site, and supersede and govern all prior proposals, agreements, or other communications. We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the Site. Any changes are effective immediately upon posting to the Site. Your continued use of the Site constitutes your agreement to all such terms and conditions. We may, with or without prior notice, terminate any of the rights granted by these Terms and Conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Site. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. No failure to exercise and no delay on the part of either party in exercising any right, remedy, power or privilege of that party under these Terms and Conditions and no course of dealing between the parties shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies provided by these Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law. Time shall not be of the essence of these Terms and Conditions as regards any of the times, dates and/or periods mentioned herein. In the event that any provision of these Terms and Conditions shall be unenforceable or invalid under any applicable law or be so held by any applicable court decision, such un-enforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision. If you have any questions regarding these Terms and Conditions, via email – customerservice@jtjluxuryhair.com.