

TERMS & CONDITIONS

Introduction

These Terms & Conditions govern the use of Revitafoam.com (“the website”) and the purchase of any goods from it. The website is operated and managed by Linkt Limited - UK Company Number 12668872 – as the exclusive distributor in the UK and across Europe.

Acknowledgement and Acceptance of Terms & Conditions

By accessing, using or browsing the website you agree to be bound by its terms, conditions, disclaimers and limitations of liability (“Terms & Conditions”). Linkt Limited may at any time revise the Terms & Conditions by updating this web page without providing notice to you. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms & Conditions.

Limitation of Liability

Any liability of Linkt Limited in connection with goods or services supplied to you will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of Linkt Limited be limited to:

1. in relation to goods:

- a. be limited to the replacement only of faulty goods or repair of faulty goods;
- b. the supply of our own equivalent goods ;
- c. the payment of cost of replacing or repairing of faulty goods; or
- d. the payment of cost of obtaining those equivalent goods; and

2. in relation to services:

- a. the supplying of the services again; or
- b. the payment of the cost of having the services supplied again.

Disclaimers

You understand and agree that your use of the website is at your sole risk. The website is provided on an “as is” and “as available” basis.

Linkt Limited and its related bodies corporate, any of its directors, officers, employees, consultants or shareholders (“Linkt Limited’s Associates”) make no representations or warranties of any kind, express or implied, as to the operation of the website or the information, content, materials, or products included on the website. Linkt Limited does not warrant that this website, its servers, or e-mail sent from Linkt Limited are free of viruses or other harmful components.

To the fullest extent permitted by applicable law, Linkt Limited disclaims all representations and warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose and non-infringement.

You acknowledge and agree that, subject to the section dealing with “Limitation of Liability”, Linkt Limited or Linkt Limited’s Associates will not be liable to you or any other person for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for product liability, personal injury or negligence resulting from use of goods or services supplied to you, or on behalf of you, through the website.

Copyright

All content included on the website and the products or services provided or sold by Linkt Limited including the text, graphics, logos, icons, images, audio and video clips and software is the property of Linkt Limited and/or its content supplier and protected by Australian and international copyright laws.

You may not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information or the services found in the website in any manner without the express written consent of Linkt Limited, or use such information or services for any unlawful or unauthorised purpose. Permission is granted to electronically copy and/or print hard copies of pages from the website solely for personal non-commercial purposes only.

If you believe any material contained in the website infringes your intellectual property, please notify Linkt Limited of the alleged copyright infringement by e-mailing info@revitafoam.com

Information Provided by You

If you purchase goods or services from the website or subscribe to the e-mail newsletter, we may require you to provide your name, address, e-mail address, credit card or other details (“customer information”). You agree to provide Linkt Limited with current, complete and accurate customer information when asked to do so by the website or an employee of Linkt Limited.

If you submit suggestions, ideas, comments, questions or other information (“material”) to Linkt Limited you are responsible for such material and responsible for the consequences of any material you provide. The material shall not:

- a. be false, misleading or fraudulent;
- b. infringe any intellectual property rights;
- c. violate any law, statute or regulation;
- d. be obscene, threatening or defamatory; or
- e. contain any viruses, worms or other harmful components that are intended to damage, interfere with, intercept or expropriate any software, hardware, system or data.

Linkt Limited reserves the right to edit, restrict or remove any material you provide for any reason at any time. Linkt Limited takes no responsibility and assumes no liability for any material posted by you or any third party.

By submitting any material to us, you agree that Linkt Limited may use your material for any purpose, including reproduction, transmission, publication, broadcast or posting.

Any material you submit to Linkt Limited will be treated in accordance with our Privacy Policy

Privacy

Linkt Limited is committed to protecting your privacy. Our privacy policy constitutes part of these Terms & Conditions.

Privacy Policy

Unless given consent to do otherwise, Linkt Limited will only collect and use personal information as set out below.

Collecting Your Personal Information

When you visit the website, we may occasionally ask you to provide us with some personal information. This may include your name, mailing address, e-mail address, contact details and payment details. Other information may also be collected with your permission from time to time including preferences such as likes and dislikes.

In some cases, we may also collect technical information provided through the use of Cookies. This may include the internet protocol (IP) address used to connect your computer to the internet, browser type and version, operating system and the internet link or banner advertisement from which you linked to the website.

Cookies are files that your web browser transfers to your computers hard drive. It enables us to recognise your browser and welcome you back to the website. It does not identify you personally and does not give access to your computer or be used to deliver viruses. Most browsers are pre-set to accept cookies but if you prefer, you can disable it or warn you when cookies are used. We recommend that you leave your cookies enabled.

Using Your Personal Information

Information that we collect from you may be used to:

- Provide the products and services you have requested;
- Contact you when we experience difficulty in fulfilling your request;
- Communicate to you new products and services, promotions or offers; and
- Better understand our customer base and improve our products and services.

Note we only send out periodical communications to people who have “opted in” to receive it. We do not send out “spam” to our members and honour their right to privacy.

Disclosing Your Personal Information

Linkt Limited will only disclose your personal information:

- To third party service providers that Linkt Limited has engaged to perform functions on our behalf such as order fulfilment, delivery, credit card payment authorisation and marketing.
- Your information will only be used to perform their appropriate functions and not for other purposes;

- To appropriate authorities relating to suspected fraudulent activities;
- To verify the information provided and protect you from fraud; or
- If required to do so by law.

Information about our customers is an important part of our business and we are not in the business of selling it to others.

Accessing Your Personal Information

You can view and update the personal information you provide us by:
E-mailing info@revitafoam.com

Security of Your Personal Information

We endeavour to take all reasonable steps to prevent unauthorised access to your personal information. All user contact information is stored on secure servers if in digital format, or in locked areas if in hardcopy format and accessible only by a limited number of employees. All credit card information is transmitted using Secure Socket Layer (SSL) technology and encrypted in our secure database using 128 bit SSL.

However, security of communications over the internet cannot be guaranteed and you do so at your own risk. Linkt Limited will not be held responsible for events arising from unauthorised access to personal information.

Links to Other Sites

The website may contain links to other websites that may collect personal information from you. This privacy policy has no application to these websites and Linkt Limited is not responsible for the privacy practices or the content of such sites.

Membership

You may not have more than one active membership, whether this is by use of name, e-mail address, an alias or combination thereof. If you breach this condition, you may be liable for the recovery of any benefits obtained this way, such as gift vouchers, promotional benefits and the value therein.

Membership accounts are non-transferable. You may update, edit or terminate your membership account at any time. You agree to maintain and update the information as supplied by yourself to ensure accuracy at all times.

You are responsible for maintaining the confidentiality of your membership account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your membership account or password.

Product Information

Although we make every effort to ensure that products are in stock when so indicated and that information and prices concerning products and services listed on the website are accurate, the prices and availability of such products and services are subject to change without notice. If a product or service has been listed at an incorrect price, Linkt Limited reserves the right to refuse or cancel your order for that product or service even if your order has been confirmed. Your receipt of confirmation of an order from us does not signify our acceptance of that order, and we may cancel such order or supply less

than the quantity you ordered.

If you have any questions or require more detailed specifications concerning a product or its use, you should contact the products manufacturer.

Placing and Accepting Orders

Orders will not be despatched until payment in full has been received and Linkt Limited is satisfied with the integrity of the order.

Without limiting the operation of any Terms & Conditions therein, Linkt Limited takes no responsibility for any loss or damage caused by late delivery or cancellation of an order or a product.

Placement of an order by you constitutes an offer to enter into an agreement with us ("your offer"). Linkt Limited will e-mail you an Order Confirmation for the sole purpose of confirming the details of your offer. The Order Confirmation does not constitute an acceptance of your offer or reflect the status of your order in any way.

Cancellation by Us

Linkt Limited reserves the right not to provide goods or services, terminate membership accounts or cancel orders (or part thereof) at our sole discretion at any time. Without limiting the operation of other Terms & Conditions, we will not be held liable for loss or damage arising from exercising these rights.

Cancellation by You

If you need to cancel an order, please immediately e-mail orders@revitafoam.com. Our agreement with you commences once we have both confirmed your order and processed your payment. Once we have accepted payment for an order, cancellation of the order is within our sole discretion.

Delivery

Obligation is on you to enter the correct delivery address at time of ordering. Should you enter the wrong address, we are not obliged to re-send the order to the correct address at our expense.

We provide an estimated date for delivery but while we make every effort to deliver by this time, all dates are estimates only. We engage Royal Mail and other courier partners who we believe will do their best to deliver by the estimated delivery date.

Please note that all items in transit are at the risk of the purchaser having been despatched in good faith by us via courier or Royal Mail. We maintain despatch documentation to enable the purchaser to prove despatch has taken place and for the purchaser to obtain compensation through the post or undertake insurance prior to despatch.

Without limiting the operation of other Terms & Conditions therein:

- We will not accept liability for any loss or damage arising from a late delivery;
- You agree that late delivery does not constitute a failure of our agreement, and does not entitle you to cancel your order; and
- We will not accept liability for any loss or damage arising from items lost, stolen or damaged after delivery has taken place.

Returns and Exchanges

Due to the personal care nature of our products, we do not exchange or refund goods unless they were damaged or faulty when delivered.

Goods Damaged or Faulty on Delivery

Except where required by law, you must return damaged goods within 14 days of receipt. Linkt Limited will not refund the cost of delivery to return damaged or faulty goods.

Upon receipt of the returned defective or damaged product, we will despatch your replacement items via standard delivery, at our expense. If the replacement item is not available in stock we will refund the original product price and delivery cost via the original method of payment. Please allow up to 14 days for refunds to be processed upon our receipt of goods.

Promotions and Competitions

Other terms & conditions not listed herein and applying to Linkt Limited.com.au promotions and competitions are incorporated into these Terms & Conditions. Unless expressly stated, to the extent that the other terms & conditions are not incompatible with the Terms & Conditions herein, the other terms & conditions will be in addition to the Terms & Conditions herein. To the extent that the other terms & conditions are incompatible with the Terms & Conditions therein, the other terms & conditions prevail.

Links to Other Websites and Services

Linkt Limited is not responsible for, and makes no warranties or claims with respect to any websites linked directly or indirectly via the website.

Any such website is independent from the website and Linkt Limited has no control over, or responsibility with respect to the information provided or activities undertaken by such website.

The appearance of a website link does not mean that Linkt Limited endorses such websites. When leaving the website, please be aware our Terms & Conditions and other policies no longer govern.

Release and Indemnity

You agree to waive any and all claims that you know have or may have in the future against Linkt Limited and Linkt Limited associates which relate to or are incidental to any transaction.

You agree to indemnify and hold Linkt Limited harmless from and against any and all claims, loss or expense that may be incurred by Linkt Limited or Linkt Limited Associates which relate to or are incidental to the performance of its duties as described in these Terms & Conditions including all costs of defending itself against a claim by any other person and/or as a result of you taking any action or refraining from taking any action or instituting or defending any action or legal proceeding.

You further agree to indemnify and hold Linkt Limited and Linkt Limited's Associates harmless from any claim made by any third party due to or arising out of your use of the website, the violation of these Terms & Conditions by you, or the infringement by you, or

other users of the website using your membership account, of any intellectual property or other right of any person or entity.

General

These terms and conditions are governed by and construed in accordance with the laws of England and Wales.

Any dispute you have which relates to these terms and conditions, or your use of revitafoam.com (whether it be contractual or non-contractual), will be subject to the exclusive jurisdiction of the courts of England and Wales.

Headings are for reference purposes only and in no way define or limit the scope of a section. The invalidity or unenforceability of any provision of these Terms & Conditions shall not affect the validity or enforceability of the remaining provisions. The Terms & Conditions shall be binding on and inure to the benefit of each of our respective successors.