

# TERMS AND CONDITIONS

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## SECTION 1: MEMBERSHIP TERMS OF USE

### INTRODUCTION

These Membership Terms apply to use of the website [www.retire.net](http://www.retire.net) the "**Site**") by Members (as defined below). These terms set out how the Site works and describe any associated rights and responsibilities. The RETIRE Website Terms of Use (see section 2 of this document) and our User Content Guidelines (see section 5 of this document) and Dispute Resolution Procedure (see section 4 of this document) also apply to how you use the Site and form a part of these Membership Terms.

These Membership Terms form a legal agreement between you and RETIRE Limited, a company registered in England with company registration number 12647481 and registered office Adler Shine LLP, Aston House, Cornwall Avenue, London, N3 1LF ("**RETIRE**", "**we**", "**us**", "**our**").

For information about how we process your personal data, please refer to our Privacy Policy (available in the [www.retire.net](http://www.retire.net) site footer).

If you have any other queries, please do feel free to get in touch by post to our registered office address, as set out above, by email to [support@retire.net](mailto:support@retire.net), or by telephone to +44 75 4134 3512.

### Key Terms

The Site helps users interested in making the most of their garments ("**Clients**") to find, connect and interact with designers ("**Designers**") and take advantage of certain other services we offer (for example, we enable Designers to make some products available to order "off-the-shelf"). Designers can provide details of their goods and services through the Site so Clients can find and engage them easily.

Designers are responsible for providing their goods and services. If you have any questions or concerns please raise them, with Designers in the first instance through the Site. If you're unable to resolve things directly, let us know. You can email us at [support@retire.net](mailto:support@retire.net) or by using the contact us functions on the Site, where available.

Please note we are a platform that connects people. We do not always review listings through the Site and are not a party to the actual transactions between Clients and Designers unless we expressly agree otherwise. We don't provide goods, or design or upcycling services ourselves, and the contract for engagement of Designers by Clients is between those Clients and Designers.

#### 1. **ABOUT THE SITE AND THE MEMBERSHIP TERMS**

- 1.1. These Membership Terms contain some capitalised words, which have been given specific meanings. Some of these defined terms are listed below:

- 1.2. **"Business Day"** means any day (other than a Saturday or Sunday) on which banks are open for the conduct of normal banking business in the City of London;
- 1.3. **"Client"** means a person who wishes to use the Site for the purpose of engaging a Designer to supply goods and/or services to that person, or who is otherwise registered as a "Client".
- 1.4. **"Dispute Resolution Procedure"** means our dispute resolution policy, as updated and made available to you through the Site from time to time, and explained in further detail in section 4 of this document.
- 1.5. **"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1.6. **"Member"** means a person who registers with the Site and may go on to use a Service and includes registered Designers, Clients and other Users.
- 1.7. **"Standard Terms of Supply"** means the standard terms of supply made available to you by us and contained in section 3 of this document, or otherwise, as updated by us from time to time, which shall be incorporated into all Supply Agreements.
- 1.8. **"Designer"** means a person whose details are available on the Site for the purpose of promoting their goods and services or who is otherwise registered as a "Designer".
- 1.9. **"Supply Agreement"** means a contract between a Designer and a Client for the supply of goods and/or services by the Designer and the purchase of those goods and/or services by the Client.
- 1.10. **"User"** means any person who uses the Site, including Members, Clients and Designers and other users.
- 1.11. **"Services"** means those services (each a **"Service"**) supplied to you by us through the Site.
- 1.12. A reference to a "person" in these Membership Terms also includes a reference to businesses, companies and other types of associations.
- 1.13. By applying to register as a Member you:
  - 1.13.1. confirm that, you understand and accept (and are able to understand and accept) these Membership Terms, including all terms and policies referred to herein, and that you agree to be bound by them;
  - 1.13.2. agree to provide us with accurate and complete information and to keep such information updated to maintain its accuracy and completeness;
  - 1.13.3. confirm that, if you are a Designer, you are using the Site for the purposes of your trade, business, craft or profession.

- 1.14. You may only apply to register as a Member if you are 18 or over. We may make alterations to these Membership Terms or to the Site or Services from time to time. If you are not happy with any alteration, you must stop using the Site. If you keep using the Site, this will indicate your acceptance of these Membership Terms as altered. We may notify key changes to you but you should review these Membership Terms from time to time to ensure you are aware of any changes. If we make changes, which materially reduce the functionality available to you as part of a Service, we will use our reasonable efforts to notify you by email.

## 2. **REGISTRATION, ACCOUNT AND PASSWORD**

- 2.1. You may only use your membership for your own benefit. By using the Site you confirm that you are not acting for the benefit of any other person.
- 2.2. To register as a Member, you will need to submit personal information and choose a unique account name which may be your email address ("**Username**"), a password ("**Password**") and a valid email address for your Site account ("**Account**").
- 2.3. The Username and Password will be allocated to you if you successfully apply for registration as a Member. Only we can decide whether applications will be successful. You may need your Username and Password to access some parts of the Site. Your Username and Password are personal to you and must not be disclosed to any other person.
- 2.4. We are entitled to assume that any use of your Account is made by you. You are solely responsible and liable for any use of the Site under your Account or any other use of your Username and Password.
- 2.5. You may only hold one Account. If you forget your Username or Password, you can use the password recovery option or contact us as we will provide a replacement password.
- 2.6. Do not share your Password with any other person or allow any other person to use your Account. We are not liable for any improper use of your Password or Account or any use by any other person. If you think any other person knows your Password, or your Account has been used by any other person, you must inform us immediately.
- 2.7. If you do not log into your Account for 12 months, we may terminate the Account without further liability to you.

## 3. **RESTRICTIONS AND OBLIGATIONS**

- 3.1. You agree to comply with all applicable laws and regulations, these Membership Terms and all rules applicable to the use of the Site.
- 3.2. We invest significantly in making the Site a great place for Clients and Designers to find each other and collaborate. The only way we're able to do this, is with your support. We charge a transaction fee to keep the Site operational and to improve the experience of our Users. If you circumvent that process, we'll not be able to maintain the Site or our community. So, by registering for an Account, you agree that you will only use the Site (and no other mechanisms) to invoice and pay other Members you met on the Site, for their design, tailoring and other creative services, at least for the first 12 months after you meet them.
- 3.3. You agree not to do the following when using the Site or Services:
  - 3.3.1. falsely describe or otherwise misrepresent yourself;

- 3.3.2. use or attempt to use another's account;
- 3.3.3. issue unsolicited requests for confidential or personal information.
- 3.4. You acknowledge, agree and undertake:
  - 3.4.1. to the extent that the Site provides details of Designers or Clients you engage with those Designers or Clients at your own risk, we are under no obligation to review the content of any Designer or Client listings or communications, are not affiliated with any Designers or Clients and give no warranty and shall have no liability in contract, tort (including negligence) statutory duty or otherwise, arising from your use of such content or engagement with such Designers or Clients, and we provide the aforementioned content for your information only and recommend that you carry out your own due diligence in respect of such Designers or Clients;
  - 3.4.2. to the extent we make available to you through the Site any Service which enables you to create, upload, manage, share, store and modify specifications, attributes, metadata or other information and content relating to products or services:
    - (a) we do not warrant that the Service will be uninterrupted or error free or wholly secure;
    - (b) we are liable only to exercise reasonable care and skill in the delivery of the Service;
    - (c) we do not offer failsafe or redundant back-up or hosting facilities and recommend that you maintain regular local back-ups of any information you upload or receive;
    - (d) you will comply with our User Content Guidelines and we may remove or suspend access to any content where we reasonably believe it is in breach of those User Content Guidelines.

#### 4. **PRODUCTS SOLD ON THE SITE**

- 4.1. These terms apply where you make use of briefing, consultation, project management, commissioning and related Services intended to facilitate engagement between Designers and Clients made available to you by us through or in connection with use of the Site. These terms also apply where you offer or order non-bespoke (save where customisation or other tailoring is requested by the client), finished products through the Site (this type of Product is referred to as an "Off-the-shelf Product" where some terms apply specifically to those Products). We may permit (or not) Designers to offer Off-the-shelf Products through the Site at our discretion.
- 4.2. This clause explains the steps involved when a Client and Designer enter into a contract (a "**Supply Agreement**") through the Site:

BESPOKE PRODUCTS (these terms do not apply to Off-the-shelf Products)

- 4.2.1. The Client and Designer negotiate terms of the proposed Supply Agreement through the Site, including the specification of the goods and/or services to be supplied under the Supply Agreement (the "**Specification**" and the "**Products**") the prices and payment schedule (the "**Payment Schedule**") and any other commercial terms which are to form part of the Supply Agreement, in the form of a design brief issued by the Supplier through the Site (the "**Design Brief**").

- 4.2.2. Clients and Designers may schedule a video or audio (or in-person) consultation through the Site to discuss the Design Brief. Such consultations may be limited to 30 minutes or such other time as is offered by a Designer. Clients must ensure they are available at the agreed time and join the consultation promptly.
- 4.2.3. The Supply Agreement shall incorporate the Standard Terms of Supply and to the extent that any other terms of the Supply Agreement are inconsistent with these Membership Terms or the Standard Terms of Supply as between you and us, the following order of precedence shall apply: (i) these Membership Terms; (ii) other terms agreed between Client and Supplier as part of the Supply Agreement which are included in the Design Brief; (iii) the Standard Terms of Supply.
- 4.2.4. If the Client wishes to go ahead with a Design Brief, it shall confirm this through the Site and pay the applicable deposit (which serves as acceptance of the Design Brief) at which point a Supply Agreement shall come into effect on the terms of the Design Brief and be binding upon the Client and Designer. The Designer may issue an invoice ("**Invoice**") on the same terms as the Design Brief.
- 4.2.5. The Payment Schedule may provide that a deposit or other parts of the Invoice are to be paid immediately and/or that the whole or the balance of the Invoice is due to be paid to the Designer at a later date, such as prior to posting of the Products by the Designer.

OFF-THE-SHELF SALES (terms applicable only to Off-the-shelf Products)

- 4.2.6. For Off-the-shelf Products, the design and fabrication of an item is as described by the Designer on the Site. References to the Design Brief elsewhere in these terms include, where applicable, this description and price information which is set by the Designer and published on the Site.
- 4.2.7. Listings for Off-the-shelf Products are an invitation for a Client to order that Product, where that order may be accepted by the relevant Designer, in which case a Supply Agreement arises between the Client and Designer incorporating the description and price of the Off-the-shelf Product as listed on the Site, and the Standard terms of Supply.
- 4.2.8. Payment in respect of Off-the-shelf Products is due up front but will be refunded if an order is not accepted.

TRANSACTION FEES (these apply to all kinds of Product)

- 4.3. Fees apply to transactions made through the Site ("**Transaction Fees**") as follows:
  - 4.3.1. Transaction Fees (if any) due from you will be indicated to you through the Site or otherwise by us at or before the time you enter into any transaction through the Site.
  - 4.3.2. Unless otherwise indicated, Transaction Fees are payable by Designers, and equal to 20% of the amounts paid by a Client to a Designer in respect of materials and labour. For the avoidance of doubt, Transaction Fees are also payable by Designers on the price charged for Off-the-shelf Products.
  - 4.3.3. Transaction Fees are subject to change at any time, by written notice from us provided that no such changes shall apply to any existing Supply Agreements.

- 4.3.4. Designers hereby authorise us (and our payment processors) to collect payment of sums due under a Supply Contract on their behalf, and to deduct the applicable Transaction Fee from those amounts.
- 4.4. We may deduct any monies you owe us or any other Member from any monies we owe you.
5. **LIABILITY**
- 5.1. We provide and maintain the Site on an "as is" and "as available" basis and we are liable only to provide our services with reasonable skill and care.
- 5.2. Subject to clause 5.3, we give no other warranty in connection with the Site and we disclaim all liability for:
- 5.2.1. the accuracy, currency or validity of information and material contained within the Site, including the accuracy of any ratings or reviews;
  - 5.2.2. any interruptions to or error of the Site or other communications network;
  - 5.2.3. the infringement by any other person of any copyright or other intellectual property rights of any third party through any User Content or use of the Site;
  - 5.2.4. all representations, warranties, conditions and other terms and conditions which, but for this notice, would have effect.
- 5.3. If you are a Client using the Site for purposes wholly or mainly outside your trade, business or profession, or are otherwise deemed a consumer, then we warrant that our Site and Services (which does not include services or products supplied by a Designer) will: (a) operate as described; (b) be provided using our reasonable care and skill; and (c) to the extent they include delivery by us of digital content to you (excluding User Content not provided by us), not damage your device as a result of us failing to use reasonable care and skill (and if it does, then you may be entitled to ask us to repair or replace that device).
- 5.4. Save where clause 5.3 applies, we will not be liable in any amount for failure to perform any obligation under these terms of use if that failure is caused by the occurrence of an event beyond our reasonable control.
- 5.5. Except as provided above there are no other warranties, conditions or other terms, express or implied, statutory or otherwise, and all of those terms and conditions are hereby excluded to the maximum extent permitted by law.
- 5.6. To the maximum extent permitted by law, we exclude our liability (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for any indirect, special, punitive or consequential loss whether or not that loss arises out of something of which we have been made aware.
- 5.7. To the maximum extent permitted by law, our aggregate liability in respect of any claims made in connection with or arising out of the use of the Site or Services (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for direct losses will be limited to the amount paid by you to us under these Membership Terms in the 12 months immediately prior to the date upon which the cause of action arose.
- 5.8. You agree not to use the Site in any way which:
- 5.8.1. is unlawful;

- 5.8.2. may give rise to civil or criminal liability for us or any other Member; or
  - 5.8.3. may bring us or any Member into disrepute.
- 5.9. You hereby agree to indemnify (compensate) defend and hold us and our officers, directors, owners, agents, Members, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all damage, loss, liability, expenses and costs (including reasonable legal fees) incurred by the Indemnified Parties in connection with any damage, loss, liability, expense, cost, claim or action arising out of or in connection with:
- 5.9.1. any fraud or fraudulent misrepresentation you commit;
  - 5.9.2. any conduct, decision, act or omission arising from the resolution or mediation of a dispute in accordance with our Dispute Resolution Procedure as amended from time to time;
  - 5.9.3. any inaccuracy or defect in any of the information you have provided;
  - 5.9.4. any breach of applicable law or regulation you commit;
  - 5.9.5. any other person's use of your Account;
  - 5.9.6. chargebacks, refunds, or recall in respect of any transaction;
  - 5.9.7. any breach by you of these Membership Terms (including any other terms referred to herein); and
  - 5.9.8. third party claims arising from your use of the Site or Services or any use of your Account (whether or not such use was by you).
- 5.10. You shall cooperate with us in the defence of any claim. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

## 6. **BREACH, SUSPENSION AND TERMINATION**

- 6.1. Without limiting any other rights we have, we may suspend or terminate access to your Account or the Site or Services, or our agreement with you, if you breach any of these Membership Terms.
- 6.2. In addition and without prejudice to clause 6.1 we may terminate your Account and your agreement with us upon one month's written notice.
- 6.3. You may terminate your Account and your agreement with us by deleting your Account through the Site. If you delete your Account, you will lose access to data and content you have uploaded or received, so please ensure that you back-up any important content beforehand.
- 6.4. Termination of your Account or agreement with us do not affect your rights and obligations under any agreement you have with a third party, for example, the terms of a Supply Agreement if you have agreed to supply or purchase Products to or from another User.
- 6.5. Please note that deleting your Account will not delete information which you have chosen to share with another User, for example if you are a Client and delete your Account, details of your correspondence with Designers may continue to be retained by those Designers. If you have any queries regarding that information or any ongoing or prospective Supply Agreements when closing your Account or thereafter, please get in touch with the relevant Designer directly.

## 7. **COMMUNICATIONS**

- 7.1. The Site enables the display of third party content, including the content of Design Briefs, communications between Users, and Members' reviews and ratings of each other ("**User Content**"). You accept that the ratings and reviews given by Users of the Site form an essential part of the Site's internal regulation process and are a key function of the Site for all Users. The reviews and ratings expressed in any User Content are for information purposes and do not constitute advice from us or reflect our views. To the fullest extent permitted by law we assume no liability for any loss or damage incurred by Members as a result of the User Content.
- 7.2. You accept that we have no control over the User Content as we do not moderate it. However, if you alert us to inflammatory, erroneous or salacious User Content or User Content which otherwise breaches our User Content Guidelines we may in our absolute discretion remove it from the Site.
- 7.3. You agree that we may (and instruct us to) process and store any content you submit to or through the Site ("**Your Content**") for the purpose of providing the Services.
- 7.4. By making available, posting or transmitting Your Content to or through the Site, you are granting us a non-exclusive, transferrable, sub-licensable, royalty-free, irrevocable, perpetual worldwide licence to use Your Content for the following purposes:
  - 7.4.1. to make the Services available to you;
  - 7.4.2. to transfer Your Content between Members and to third parties where you ask us to do so;
  - 7.4.3. to use Your Content to promote our Members, the Site and our Services, including through posting examples of work on our Site and our social media channels;
  - 7.4.4. where Your Content is in breach of our User Content Guidelines we may share it with third party rights holders, our professional advisors, the police or other competent authorities, for the purpose of enforcing our Membership Terms or other legal rights and obligations.
- 7.5. You confirm and warrant that you are entitled to make available, post or transmit Your Content to the Site and that our use of Your Content will not infringe the intellectual property or other rights of any third party or any applicable law or regulation.
- 7.6. You will not make available, post or transmit to the Site any statement, material or other content, nor use the Site in any way that breaches our User Content Guidelines.
- 7.7. The Site provides means by which you can communicate with us. We will communicate with you at the email address you have provided or through other means of communication provided by the Site. Notices that are applicable to all our users shall be made available on the Site publicly. You will be deemed to have received a notice at the time the email is sent or the time the notice is posted on the Site. We will be deemed to have received a notice when we issue confirmation to you.

## **8. YOUR CONTENT AND DATA PROTECTION**

- 8.1. You warrant that you have issued, obtained, and will maintain all necessary privacy notices, consents, licences and permissions for us to process Your Content and any personal data supplied or requested by you to or through the Site and Services.
- 8.2. Where we collect personal information from you and determine the means and purpose of processing that personal data, we shall deal with this in accordance with our privacy policy (if applicable).
- 8.3. In certain circumstances, we may process personal data on your behalf. For example, where a Designer uses the Site and Services to request information from, or share information with, another Member, for the purpose of agreeing a Design Brief or supplying Products.
- 8.4. To the extent we process personal data on your behalf in connection with our provision of the Services, then the terms of the Data Processing Addendum in Schedule 1 shall apply.
- 8.5. We shall use our reasonable commercial endeavours to safeguard Your Content from unauthorised or unlawful processing, or accidental loss, destruction or damage by complying with our own internal information security policies.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. We grant to you a personal, non-exclusive, non-transferable right to access and use the Services, the Site and any outputs arising from such use of the Services and the Site subject to these Membership Terms.
- 9.2. We and/or our licensors own all intellectual property rights in and to the Site and the Services. Except as expressly stated herein, we do not grant you any Intellectual Property Rights in or to the Services, Site or related documentation.
- 9.3. You or your licensors own all intellectual property rights in and to Your Content. Except as expressly stated herein, these Membership Terms do not grant us any Intellectual Property Rights to, or in, Your Content and all such rights are expressly reserved to you and your licensors. You grant us a non-exclusive, worldwide, irrevocable, perpetual, transferrable, sub-licensable, royalty-free licence to use Your Content for the purposes of providing the Services.

## **10. GENERAL**

- 10.1. These Membership Terms, together with the Website Terms of Use, Data Processing Addendum, Dispute Resolution Procedure, and User Content Guidelines (as amended from time to time), constitute the entire agreement between you and us relating to your use of and trading through the Site, to the exclusion of any other terms. If there is ever a conflict between these Membership Terms and the Website Terms of Use or instructions, guidance and similar information found on the Site, these Membership Terms will take priority.
- 10.2. These Membership Terms are subject to your applicable statutory and common law consumer rights and will not limit any rights you might have that cannot be excluded under applicable law. These Membership Terms will not exclude or limit our liability for death or personal injury resulting from our negligence nor any fraudulent acts or representations.
- 10.3. Our failure to enforce any term does not constitute our waiver of that term. If any part of these Membership Terms is found to be unenforceable, it will be

amended to the minimum extent necessary to make it enforceable and the remainder of the provisions will remain in full force and effect

- 10.4. These Membership Terms are subject to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, if you are using the Services within the European Union or United Kingdom as a consumer, for purposes other than your business, trade, craft or profession, then you may be entitled to issue legal proceedings either in England and Wales, or in the country where you are normally resident.

## DATA PROCESSING ADDENDUM

1. When you use our Services we may process personal data for you. This Data Processing Addendum ("DPA") explains our respective responsibilities in relation to the processing of personal data. You are responsible for compliance with the Membership Terms including this DPA.
2. If we process personal data for you or on your behalf in the course of providing the Services, you shall be the data controller and we shall be a data processor. Where we control the purpose and means of processing, in particular, for the general operation of the Service, administering your user accounts and providing Services to Clients and Designers to help them find each other, we shall be the data controller.
3. Where we collect personal data from you or on your behalf ("**User Data**") you shall clearly inform the data subjects to whom personal data relates of such collection, provide them with a prominent link to our privacy policy and secure and maintain all consents, permissions and licenses required for us to lawfully: (i) transfer User Data to or from us, and (ii) process User Data as reasonably necessary to provide the Services, and otherwise as described in these Membership Terms and our privacy policy as amended from time to time.
4. For the purpose of this addendum "**Data Protection Laws**" means UK Data Protection Laws and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any other directly applicable European Union regulation relating to privacy; and "**UK Data Protection Laws**" means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
5. You will comply with your obligations under Data Protection Laws and references in this addendum to "**data processor**", "**data controller**", "**subprocessor**", "**supervisory authority**", "**personal data breach**" and "**personal data**" shall have the meanings defined in the Data Protection Laws.
6. **Data Sharing**
7. Where a Member asks us to share their personal data with you, we will do so where necessary to provide the Services.
8. In respect of that shared data ("**Shared Personal Data**") where a Member wishes to exercise their rights (to erasure, to object to processing, to access data or have it rectified or otherwise) under Data Protection Laws, and notifies either you or us, each of you and us will notify the other promptly and provide the other such assistance as is reasonably necessary to comply in accordance with Data Protection Laws.
9. You shall: (a) process Shared Personal Data fairly and lawfully and ensure you have legitimate grounds under the Data Protection Laws for the processing of Shared Personal Data; (b) provide clear and sufficient information to data subjects, in accordance with the Data Protection Laws, of the purposes for which you will process Shared Personal Data, the legal basis for such purposes and such other information as is required by Data Protection Laws; (c) not retain or process Shared Personal Data for longer than is necessary for the purpose for which it was collected or as otherwise required by law; (d) have in place appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of the Shared Personal Data and the accidental loss or destruction of, or damage to, the Shared Personal Data and to ensure a level of security appropriate to the harm which might result from such

unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected; (e) ensure any personnel you rely on are appropriately trained to handle and process the Shared Personal Data and have entered into confidentiality agreements relating to the processing of personal data; (f) comply with obligations to report a personal data breach to the appropriate supervisory authority and (where applicable) data subjects under Article 33 of the GDPR and inform us of any personal data breach irrespective of whether there is a requirement to notify; (g) provide reasonable assistance as is necessary to facilitate handling any personal data breach in an expeditious and compliant manner; and (h) immediately inform us, and cooperate with us in the event of a dispute or claim brought by a data subject or supervisory authority concerning the processing of Shared Personal Data.

10. Where we receive a request from a data subject to exercise their rights in respect of Shared Personal Data under Data Protection Law, we shall communicate that request to you and you shall comply with it promptly in accordance with Data Protection Law and such other laws or regulation as may be applicable.
11. We may inspect your arrangements for the processing of Shared Personal Data and terminate the Agreement (or part thereof) where we reasonably consider that you are not processing Shared Personal Data in accordance with this DPA.

**Data Processing**

12. You instruct us to process personal data as reasonably necessary for the provision of the Services. In particular, you instruct us to process the following data:

<b>Subject matter and duration of the Processing of Personal Data:</b>	Personal data included within the User Data will be processed during the term of our agreement with you.
<b>The nature and purpose of the Processing of Personal Data:</b>	This personal data will be processed to enable you to use the Services in accordance with these Membership Terms, to market or purchase Products, or to address queries, through the Site.
<b>The types of Personal Data to be Processed:</b>	User Data supplied through the Site, for example delivery address details, Design Brief information, and correspondence between Designers and Clients.
<b>The obligations and rights of data controller:</b>	The obligations and rights of the data controller are set out in this DPA and the Membership Terms.

13. In relation to any User Data processed in connection with the operation by us of the Services, to the extent we are a data processor, we shall:
  - 13.1. only process User Data on your documented instructions (including those set out above and otherwise in our Membership Terms), including in respect of transfers to a country outside of the European Economic Area (EEA), unless processing is required by applicable laws in which case we shall, to the extent permitted by

- applicable law, inform you of that legal requirement prior to the relevant processing;
- 13.2. take reasonable steps to ensure the reliability of staff who have access to personal data, ensuring all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
  - 13.3. taking into account the nature, scope, context and purpose of the processing, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR in order to protect against unauthorised or unlawful processing of any personal data, or any accidental loss, destruction or damage of such data;
  - 13.4. taking into account the nature of the processing and the information available to us, we shall, to a reasonable extent, assist you (at your expense): (i) by implementing appropriate technical and organisational measures for the fulfilment of your obligations to respond to requests to exercise data subject rights under the Data Protection Laws, and in particular Chapter III of GDPR, and (ii) in ensuring compliance with your obligations pursuant to Articles 32 to 36 of GDPR;
  - 13.5. (to the extent permitted by law) notify you without undue delay on becoming aware of a Personal Data Breach (as defined in the Data Protection Laws) relating to the User Data.
  14. We shall make available to you information reasonably necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR (or its equivalent under the UK Data Protection Laws) and allow for and contribute to audits (at your cost), conducted by you or an auditor designated by you. We will maintain a record of any processing of User Data pursuant to, and where required by, Article 30(2) of GDPR.
  15. You hereby grant a general authorisation to us to engage subprocessors, for details of our subprocessors, please drop us a line. We shall inform you of any intended changes concerning the addition or replacement of subprocessors. We shall ensure that the arrangement between us and subprocessors is governed by a written agreement, including, to the extent required by applicable Data Protection Laws, terms which meet the requirements of Article 28(3) of the GDPR.
  16. To the extent we are a data processor, we shall notify you within 5 business days if we or any subprocessor receives a request from a data subject under any Data Protection Law in respect of User Data unless the data subject has forbidden the notification. To the extent personal data is included within the User Data, you hereby instruct us to use our reasonable efforts to comply with requests received from those data subjects, in particular: where a Member requests erasure or rectification of, or access to, their personal data, you instruct us to erase, rectify or provide access to that personal data within one calendar month of our receipt of that request; where a Member objects to the processing of their personal data, you instruct us to cease, as far as reasonably practicable in accordance with that objection, processing that personal data, and to consult with you and the data subject in connection with any further processing.
  17. You shall indemnify us and keep us indemnified against all costs, damages, expenses (including reasonable legal expenses) incurred by us arising out of your breach of this addendum, or applicable law (including Data Protection Laws) or non-compliance by you with a request from a data subject in connection with their personal data. We shall not be liable for any claim brought by a data

subject arising from any action or omission to the extent that such action or omission resulted from your instructions.

## **SECTION 2: WEBSITE TERMS AND CONDITIONS OF USE**

These terms and conditions apply to all and any use, access and availability of our website [www.retire.net](http://www.retire.net) and the interactive functionality it offers (the "Site"). Please read them carefully.

The Website is made available by RETIRE Limited, a company registered in England with company registration number 12647481 and registered office Adler Shine LLP, Aston House, Cornwall Avenue, London, N3 1LF ("**RETIRE**", "**we**", "**us**", "**our**").

Use of the Site is also subject to our privacy policy, which you can find in the [www.retire.net](http://www.retire.net) site footer and our user content guidelines which are available in section 5 of this document. Use of RETIRE membership services is subject to our Membership Terms which you can find in section 1 of this document.

By using the Site (and each time you do so) you are telling us that you understand, accept and are able to accept these terms and conditions (including any terms and conditions incorporated into or referred to by these terms and conditions) and agree to be bound by them. If you do not accept or understand them you should not use or access the Site or any part of it.

We may make alterations to these terms and conditions from time to time and these variations shall become effective immediately upon being accessible from this webpage.

By using and accessing the Site you confirm that you have the necessary hardware, software and capability required and that you shall be and shall remain responsible for all fees due in respect thereof. We shall have no liability in relation to any hardware, software or other services required to make use of the Site.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **RIGHTS OF USE AND INTELLECTUAL PROPERTY RIGHTS**

Subject to these terms and conditions and your compliance with them, we grant you a non-exclusive, non-transferable, personal, limited licence to access and use the Site solely for your private, non-commercial, personal use only.

This licence includes the limited right to download content, materials, data and communications temporarily, for purposes solely connected with the private, non-commercial, personal use of the Site. You may not transfer, sub license or deal in this right without our prior written permission and you may not use material on the Site to create adaptations, derivative or other works unless you have the permission of the relevant designer or author.

These terms and conditions and the rights granted by them do not give you any title or rights of ownership in the Site and should not be deemed a sale or transfer of any copyright or other right.

Unless otherwise expressly specified, all copyright, design rights, database rights, patent rights, trade mark and trade dress rights and other intellectual property rights in and to the Site or its content belong to and vest in us, or are licensed to us.

All our intellectual property rights are hereby asserted and reserved. All third party trade names and trade marks are the property of their respective owners and we make no warranty or representation in relation to them.

## **RESTRICTIONS AND OBLIGATIONS**

You agree to comply with these terms and conditions and all rules applicable to the use of the Site.

Notwithstanding any other provision of these terms and conditions you agree and undertake not to:

- hack, attempt to hack, modify, adapt, merge, translate, decompile, disassemble, reverse engineer or create derivative works out of the Site or any part of it;
- remove, disable, modify, add to or tamper with any program code or data, copyright, trade mark or other proprietary notices and legends contained on or in the Site;
- create software which mimics any data or functionality in the Site;
- use or deal in the Site except as permitted by these terms and conditions;
- use your access to the Site, or information gathered from it, for the sending of unsolicited bulk email;
- make the Site or any part of it available to any third party (please note this doesn't stop you from fairly and honestly providing links to our Site or showing it to other people);
- display, publish, copy, print, post or otherwise use the Site and the information contained therein for the benefit of any third party or web site;
- use or process the Site or any part of it unfairly or for any illegal or immoral purpose.

If you discover any material which you believe contravenes these terms and conditions please inform us with details of the page you found it on.

It is a known risk of internet usage that people are not necessarily who they say they are. People may provide information or behave in a way that is unreliable, misleading, unlawful or illegal. We have no way of telling if statements made by other users are true. This is a decision that can only be made by you. You should therefore exercise some degree of caution when using any web site. By using the Site you accept that this is the case and accept that you therefore use the Website at your own risk. Please take particular care in relation to the disclosure of your own personal information such as your surname, address, email address, telephone number and location.

You acknowledge and agree that, if necessary, we will communicate with you via the email address you have provided to us. Notices that are applicable to all of our users may be made available on the Site. You will be deemed to have received a notice at the time the email is sent or the time the notice is posted on the Site.

All emails sent by us and attachments thereto are intended for the addressee only.

## **LIABILITY**

Save where expressly provided otherwise, we provide and maintain the Site for personal non-commercial use on an "as is" basis and are liable only to provide our services with reasonable skill and care.

External Sites have not been verified or reviewed by us and all use and access of External Sites is made at your own risk. "External Sites" means third party web sites and online services other than the Site.

We give no other warranty in connection with the Site and to the maximum extent permitted by law, we exclude liability for:

- any loss or damage of any kind howsoever arising, including any direct, indirect, special, punitive or consequential loss whether or not such arises out of any problem which we have been made aware of;
- the accuracy, currency or validity of information and material contained within the

Site;

- any interruptions to or delays in updating the Site;
- the infringement by any person of any copyright or other intellectual property rights of any third party through any use of the Site;
- the availability, quality, content or nature of External Sites;
- any transaction with third parties or involving External Sites;
- any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading the Site;
- all representations, warranties, conditions and other terms and conditions which but for this notice would have effect.

We do not warrant that the operation of the Site will be uninterrupted or error free.

We will not be liable in any amount for failure to perform any obligation if such failure is caused by the occurrence of any unforeseen contingency beyond our reasonable control including Internet outages, communications outages, fire, flood, epidemic, war or act of God.

Except as provided above there are no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all such terms and conditions are hereby excluded to the maximum extent permitted by law.

You agree that in relation to your use of the Site you will not in any way conduct yourself in a manner which is unlawful or which gives rise to civil or criminal liability or which might call us or the Site into disrepute.

You hereby indemnify (agree to compensate), defend and hold us and our officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs (including reasonable attorneys fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these terms and conditions or claims arising from your use of the Site. You shall use your best efforts to cooperate with us in the defence of any claim. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

#### **TERMINATION**

Without limiting to any other rights we may have we may remove, restrict, cancel or suspend access to and use of the Site and any part of it, if we consider (in our sole discretion) that you have breached of any of these terms and conditions.

#### **GENERAL**

These terms and conditions are subject to your applicable statutory and common law consumer rights and shall not limit any rights you might have that may not be excluded under applicable law nor shall they exclude or limit our liability for death or personal injury resulting from our negligence, nor any fraudulent representation.

Use of the word "including" in these terms and conditions means including without limitation.

Failure to enforce any of these terms and conditions will not be deemed a waiver of any term or right.

If any part of these terms and conditions is found to be unenforceable, it will be construed as far as possible to reflect the intention and the remainder of the provisions will remain in full force and effect.

To the maximum extent permitted by the local law applicable in the country in which you obtain or use them, the Site, and these terms are subject to English law.

We both agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of or in connection with the Websites (including non-contractual disputes or claims). If you live in Scotland or Northern Ireland you may also bring legal proceedings in your local courts. Notwithstanding the foregoing, nothing in these terms of use will limit or exclude your applicable mandatory consumer rights which cannot be limited or excluded under applicable law.

**CONTACT INFORMATION**

All questions, comments or enquiries should be directed to us at [support@reture.net](mailto:support@reture.net). We will endeavour to respond to any query or questions within two business days.

## SECTION 3: STANDARD TERMS OF SUPPLY

### INTRODUCTION

**These terms (the “Standard Terms of Supply”) should be read in conjunction with the Membership Terms and all capitalised terms in these terms shall have the same meaning as in those Membership Terms. The Standard Terms of Supply apply to any contract for the purchase of Products agreed through the Site (each a “Supply Agreement”) between a Designer and Client.**

#### A. Bespoke Design Briefs

Typically, a Supply Contract will involve a Designer and Client agreeing upon a Design Brief which explains: the garment(s) the Designer will use as a starting point (which the Client will be responsible for sending to the Designer, including information about their dimensions, textures and other characteristics); what services the Designer will be providing (this could be described in writing in the Design Brief, or using examples, sketches, photographs and other references); what materials the Designer needs to use and associated expenses (for example, a Designer may need to purchase additional fabrics, accessories and other materials to carry out the work, and pay postage for delivery); how long the work may take (an estimate of the labour costs involved for the service); and timescales for delivery (which will generally be subject to the Client promptly posting the original garments, and responding to queries).

There will normally be a deposit payable immediately by a Client before the Designer starts work. Then, as the work progresses, the Designer may provide updates via messages through the Site, and once the work is complete and the Designer has sent an image of the finished product to the Client, the balance of the price will generally be payable before the Designer posts the garment.

This is the normal approach to ordering Products through the Site, but the Designer and Client are free to agree different or additional terms as part of their Design Brief, and any such terms will be incorporated into the applicable Supply Agreement when the Design Brief is accepted.

The Designer and Client may agree changes to the Design Brief under a Supply Agreement (including, without limitation details of the Products, the timescales, and costs) through the Site whether through written messages, or by submitting and accepting a supplementary or additional or replacement Design Brief.

#### B. Off-the-shelf Marketplace Products

Selected Designers may offer non-bespoke, finished products through the Site (this type of Product is referred to as an “Off-the-shelf Product”).

For Off-the-shelf Products, the design and fabrication of the item is complete (subject, in some cases, to any customisation or other tailoring required to meet the requirements of the Client) and is as described by the Designer on the Site (in which case this will be unilaterally determined together with the price for Off-the-shelf products as set by the Designer and published on the Site). This is an invitation to Clients to place an order to purchase the relevant Product, which order may be accepted by the Designer. If an order is not accepted (for example if a Designer is out of stock or otherwise unable to provide Off-the-shelf Products) then advance payments will be refunded.

## 1. **THE PRODUCTS**

- 1.1. The Designer warrants that they will provide the Products with reasonable care and skill, they will be fit for purpose and as described, of satisfactory quality, will conform to any samples provided, and will, as far as reasonably practicable, conform in all material respects to the Design Brief or in the case of Off-the-shelf Products, the description.
- 1.2. The Client acknowledges and agrees that the Products (excluding Off-the-shelf Products) are bespoke, involve the artistic input of the Designer, and rely on materials supplied by the Client. All Products may differ in certain limited respects from the precise details, weights, dimensions, measurements, shapes, textures and colours in the description or Design Brief (including images in the description or Design Brief which are for illustrative purposes only) either due to their bespoke nature, or due to incidental variations in the production of Off-the-shelf Products. Clauses 1.3-1.6 below do not apply to Off-the-shelf Products.
- 1.3. The Client shall ensure that any materials on which the Design Brief relies or which it refers to, to the extent they are to be provided by the Client, are delivered as described to the Designer in accordance with the Design Brief and that all information provided by the Client (for example relating to the colours, shapes, dimensions and other characteristics of materials to be provided by the Client) is accurate and comprehensive.
- 1.4. If the Client does not provide (to the extent they are required to provide, bearing in mind that the Designer may purchase additional materials separately and independently) all of the information and materials required by the Designer (as specified in the Design Brief) within a reasonable time through the RETURE Site, the Designer may either end the Supply Agreement (and clause 3.5 shall apply) or make an additional charge of a reasonable sum to compensate the Designer for any extra work that is required as a result.
- 1.5. If, upon inspection of materials delivered to the Designer by the Client or otherwise, it becomes apparent that the Designer is not able to deliver Products in accordance with the Design Brief (for example due to problems with the Client materials, information supplied by the Client, or technical, supply chain or legal issues), the Designer will notify the Client as soon as reasonably practicable.
- 1.6. Following such notification the Client may choose to agree variations to the Design Brief (if any) proposed by the Designer, or otherwise either party may choose to end the Supply Agreement. The Designer shall arrange for the Client's materials to be returned and if the Supply Agreement is ended due to the fault of the Client, clause 3.5 shall apply. Otherwise the Designer shall arrange for the Client to receive a full refund. If the Designer is in breach of this Supply Agreement, the Client may also be entitled to compensation.

## 2. **PAYMENT AND DELIVERY**

- 2.1. The price of the Products, and the date and costs of delivery will be as set out in the Design Brief or description in the case of Off-the-shelf Products. If the Client does not pay for the Products in accordance with the Design Brief or description, the Designer may suspend supply of the Products.
- 2.2. If the Client is not available to take delivery the carrier may leave a note informing the Client of how to rearrange delivery or collect the products from a local depot. If delivery fails other than due to the default of the Designer, the Client shall be responsible for any storage or further delivery costs, and if despite their reasonable efforts the Designer is unable to re-arrange delivery or

collection, the Designer may end the Supply Agreement and clause 3.5 shall apply.

- 2.3. If supply of the Products is delayed by an event outside the control of the Designer, the Designer will contact the Client as soon as possible to let them know and take steps to reduce the effect of the delay, in which case the Designer will not be liable for delays caused by the event.
- 2.4. Products are the responsibility of the Client from the time the Designer delivers the Product to the address specified by the Client, or when the Client collects them. Ownership of a Product passes to the Client once the Designer has received payment in full.

### 3. **ENDING THE CONTRACT**

- 3.1. The Client acknowledges that (excluding certain Off-the-shelf Products where they are not tailored to the requirements of the Client) the Products are bespoke, that the Designer may begin ordering materials or incurring expenses as soon as the Design Brief or order are accepted, and that as soon as the Designer begins work, the Client will have no right to cancel and receive a full refund.
- 3.2. However, the Client may have a right to end the Supply Agreement contract in certain circumstances. The Client's rights when ending the contract will depend on the Products, whether there is anything wrong with them, how the Designer is performing and when they decide to end the contract:
  - 3.2.1. If the Products are faulty or not as described, the Client may have a legal right to end the contract, or to get the Product repaired or replaced or a service re-performed, or to get some or all of their money back.
  - 3.2.2. If the Client has changed their mind, within 14 days of acceptance of an order or a Design Brief, and before the services are completed or, in the case of Off-the-shelf Products which are not tailored to the requirements of the Client, within 14 days of delivery of the Product, the Client may cancel the Supply Agreement, subject to clause 3.2.3 and 3.2.4. The Client may not cancel under this clause where their order is for Off-the-shelf Products which are tailored to the Client's specifications).
  - 3.2.3. If the Client cancels in accordance with clause 3.2.2 (unless the Products are Off-the-shelf Products and are not to be tailored to the requirements of the Client) the Client must pay: for any goods purchased or tailored to their specifications; for any services supplied up to the date of termination (including expenses and labour incurred towards Products which may be incomplete); and (where relevant) for the costs of delivery or return of the Products or Client's materials (for the avoidance of doubt, the Designer will not be required to return Client materials until all outstanding sums due to the Designer in accordance with the Supply Agreement have been paid).
  - 3.2.4. If the Client cancels in accordance with clause 3.2.2, where the Products are Off-the-shelf Products, the Client must pay the costs of returning the Products.
  - 3.2.5. For Off-the-shelf Products purchased from the Site, the order cancellation and return policies may be described in further detail by the Designer on the Designer's store on the Site.
- 3.3. The Client may end the Supply Agreement as described above by writing to the Designer through the Site, or by sending the form below to the Designer:



To: [PLEASE ENTER DETAILS OF THE DESIGNER HERE]

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*/for the supply of the following service [\*,

Ordered on [\*/received on [\*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

- 3.4. If the Client is exercising their right to change their mind, the Designer will refund the price paid for the Products including delivery costs, by the method used for payment, within 14 days. However, the Designer may make deductions from the sums to be refunded, as described in this Supply Agreement, including, without limitation, sums due for services supplied up to the date on which the Client notified the Designer that they wished to change their mind.
- 3.5. If the Client does not comply with the terms of the Supply Agreement the Designer may end the Supply Agreement at any time, by notifying the Client in writing, including: where the Client does not make payment when due and still does not do so within 14 days of being reminded; where the Client does not provide all the materials and information specified within the Design Brief within a reasonable time or where the Client closes their account on the RETURE Site (which is required for the Designer to manage the project); or where the Client does not, within a reasonable time, collect the Products or allow the Designer to deliver the Products to them.
- 3.6. If the Designer ends the contract in the situations set out above, the Designer will refund any money the Client paid in advance for goods or services not provided but may deduct or charge the Client reasonable compensation for the net costs the Designer will incur as a result of the Client breaking the contract.
4. **RESPONSIBILITY FOR LOSS OR DAMAGE**
- 4.1. If the Designer fails to comply with the Supply Agreement they are responsible for loss or damage suffered by the Client that is a foreseeable result of the Designer breaking the Supply Agreement or failing to use reasonable care and skill, but the Designer is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both the Designer and Client knew it might happen, for example, if it was discussed when agreeing the Design Brief.
- 4.2. Liability is not excluded where it would be unlawful to do so. This includes liability for death or personal injury caused by the Designer's negligence or the

negligence of their employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of consumer rights in relation to the Products; for defective products under the Consumer Protection Act 1987; for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or any other matter in respect of which it would be unlawful to exclude or restrict liability

- 4.3. Designers only supply the products for domestic and private use. If Clients use the products for any commercial, business or re-sale purpose the Designer will have no liability to the Client for any loss of profit, loss of business, business interruption, or loss of business opportunity. All warranties other than those expressly set out in this Supply Agreement are excluded.
- 4.4. Subject to the foregoing, the Designer shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Supply Agreement; and the Designer's total liability to the Client for all other losses arising under or in connection with the Supply Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of: (a) the sums paid for Products under the Supply Agreement; and (b) £1,000.

## 5. **GENERAL**

- 5.1. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of this Supply Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 5.2. This Supply Agreement is governed by English law and the Client can bring legal proceedings in respect of the Products in the English courts or, where required by applicable consumer protection law, in the courts of the country where they are normally resident. The Client may also submit disputes for online resolution to the [European Commission Online Dispute Resolution](#) platform but the Designer shall not be obliged in all cases to make use of that platform.

## **SECTION 4: DISPUTE RESOLUTION PROCEDURE**

### **INTRODUCTION**

**This policy (the "Dispute Resolution Procedure") should be read in conjunction with the Membership Terms, and the Standard Terms of Supply and all defined terms shall have the same meaning as in those terms.**

Should a dispute arise between a Client and Designer party to a Supply Agreement (the "**Dispute**") the following procedure shall apply:

1. Either party may refer a dispute to us. We shall not be obliged to consider every dispute, and it shall primarily be the responsibility of the parties to resolve any dispute concerning a Supply Agreement.
2. We may from time to time charge a fee to review a dispute where necessary, in which case we will provide details of that fee to each party prior to reviewing a dispute and our review of such dispute may be subject to payment in advance.
3. The Designer and Customer shall cooperate in good faith with our personnel appointed to review the dispute. We will exercise reasonable care and skill in making a recommendation in respect of the dispute, which may include issuing a refund.
4. Where we recommend a refund (or partial refund) is issued, and the Designer agrees, we shall refund all or part of the Transaction Fee paid in respect of the Supply Agreement which is the subject of the dispute, to the Customer, in the same proportion as a refund made by the Designer.
5. Where we recommend that further action is required from or by the Customer, we may at our discretion offer to mitigate any further expense to the Customer by reimbursing part or all of the Transaction Fee, to the Designer, set-off against sums recommended as due to the Designer from the Customer.
6. Where, in our sole discretion, we determine that a party to a Supply Agreement has not complied with the Standard Terms of Supply, or the Membership Terms, and that same party does not comply with our recommendation under this Dispute Resolution Procedure, we may suspend or terminate the account of that party.
7. Any such termination or suspension shall be without prejudice to any rights and obligations arising between the parties under the Supply Agreement.

## **SECTION 5: USER CONTENT GUIDELINES**

You agree and undertake that you will not conduct, post, communicate, transmit or make available to or through our website or services any statement, material, communication or other content or activity which:

- is abusive, seditious, pornographic, aggressive, homophobic, defamatory, libellous, untrue, hateful, discriminatory, obscene, explicit, inflammatory or racist;
- harasses, bullies or intimidates any person;
- encourages any violation of our membership terms or terms of use or impersonates any person or misrepresents your identity or affiliation with any person, or gives the impression that your communications emanate from us;
- involves the sending or unsolicited or unauthorised advertising or promotional material or SPAM;
- is unlawful, malicious, misleading, discriminatory or which gives rise to civil or criminal liability or which might call us or our website, service or members into disrepute;
- infringes upon the intellectual property, contractual, confidentiality, consumer, data protection or other rights of us or any member or third party or facilitates or encourages such infringement;
- is technically harmful such as the introduction of computer viruses, worms, logic bombs or other malicious software or harmful data, or otherwise attempts to or actually does modify or interfere with our website or service or overburden or disrupt or adversely affect any computer or server used by the website or service;
- promotes any illegal or unlawful activity;
- contains any restricted material, including but not limited to passwords, medical information or confidential information of any person;
- constitutes, in our reasonable opinion, misuse of the Site, or an attempt to gain unauthorised access to the Site or service or parts thereof, or to the accounts of other users or networks or devices, or is likely to embarrass, alarm, annoy or harm another person;
- infringes our intellectual property rights; or
- solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing or otherwise does not comply with the spirit as well as the letter of the preceding standards.

If you discover any material which you believe contravenes these terms and conditions please inform us at [support@reture.net](mailto:support@reture.net) with details.