



Email: info@healthy-hippies.co.uk

Company No: 13113708

Terms of Website Use and Provision of any Goods or Services

This website is operated by Healthy Hippies Ltd, a limited liability company registered in England, company number 13113708 with the registered address is at King Arthurs Court, Maidstone Road, Charing, Ashford, Kent. TN27 0JS (“Healthy Hippies”).

Throughout the content contained within this website, the following terms of “we”, “us” and “our” refer solely and entirely to Healthy Hippies. Any occurrences of the terms “you” and “your” refers to you, as the user of this website or customer of Healthy Hippies.

Definitions:

‘Affiliate’ means, with respect to Healthy Hippies, any entity that directly or indirectly controls, is controlled by, or is under common control with Healthy Hippies, whereby “control” (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

‘Customer’ refers to a customer of Healthy Hippies who enters into a Customer with Healthy Hippies.

‘Customer Contract’ means a contract entered into between a customer and Healthy Hippies for any products and/or services to be supplied by Healthy Hippies.

‘Data Protection Legislation’ means for the United Kingdom, the Data Protection Act 2018 as amended, replaced or superseded from time to time, including without limitation the EU General Data Protection Regulation 2016/679 of the European

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Parliament and of the Council ("GDPR") and in respect of the United Kingdom, any data protection laws substantially amending, replacing or superseding the GDPR following any exit by the United Kingdom from the European Union or the European Economic Area (as applicable). For the avoidance of doubt, 'personal data', 'data controller', 'data subject', 'data processor' and 'processing' shall be as defined in the Data Protection Legislation.

'Other Services' means third party suppliers, products, services, applications, software, products, networks, directories, systems, databases, websites and information which the Healthy Hippies website links to, or which we may recommend to any Visitor to this website.

'Submitted Data' means any electronic data, text, messages, webchat, communications or other materials submitted to and stored within the website by a Visitor and/or a Customer of Healthy Hippies, which may include, without limitation, personal data.

'Visitor' means any person, who is not a customer, who accesses and uses the Healthy Hippies website.

Unless the context otherwise requires: words in the singular shall include the plural and in the plural shall include the singular; and unless the contexts otherwise demands, words importing any gender shall be interpreted to mean any or all genders.

1. General

Healthy Hippies provides this website, including all information, tools, links, services and goods available from this website to you, only on the basis that you agree to these terms and conditions ("Terms"). In addition to the Terms, any other terms and conditions, the cookie policy and the Privacy Notice, form a part of the terms of your use of this website. If you do not agree to the Terms you must leave this website

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immediately. Your continued use of this website constitutes your express agreement that in doing so, you have both knowledge and understanding of the Terms and any other applicable terms and policies, as aforesaid, unless you have objected to the cookie policy or the opt-in to marketing, having been given the right to do so.

Unless we have provided other specific terms to you for the purchase of any goods or services from us, these Terms shall also apply to that purchase. That purchase shall also be subject to our other policies that apply, for example our delivery and returns policy/policies.

Any Customer or Visitor viewing this website from a business or company, then these Terms shall apply as for you and that business and/or company and you hereby agree that you are authorised to bind that business or company to these Terms.

Nothing in these Terms constitutes an offer to provide you with any goods or services and any such goods or services shall only be provided to you, once we have accepted your payment and confirmed that we will deliver those goods or services to you. Any delivery of any goods or services even if accepted by us, are subject to the availability of those goods or services and we reserve the right to cancel that order without any further liability to you and refund you any sums that you have paid to us. Any delivery date stated by us is an estimate only and time shall not be of the essence in delivering any goods or services to you. Healthy Hippies is only responsible for this website and other websites directly associated or attributable to Healthy Hippies Ltd but has no responsibility for any third-party website or link provided as from this website.

Any new features or tools which are added to this website or any linked e-commerce site which we operate as our store, shall also be subject to these Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates

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and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes and those new Terms.

For the avoidance of doubt you may be subject to such additional terms or cookies as from an e-commerce site and the owner of that site. Our e-commerce store is hosted on Amazon and EKM. They provide us with the online e-commerce platform that allows us to sell our goods and services to you.

2. Terms of Use

Whether you are a Visitor or a Customer, you agree to abide by the terms of use of this website, which govern the basis upon which a Visitor or a Customer may visit the website whether they purchase any goods and/or services or not. These Terms (together with any other documents or policies referred to in it) informs you of the terms of use on which a Visitor or Customer can access and use the website. These Terms apply to all Visitors and Customers whether they are browsing, enquiring, registering, messaging, utilising any webchat services, providing any Submitted Data or otherwise making use of any publicly available information, data or goods or services on this website. Your submission of personal information through the website and/or any e-commerce store operated by us is governed by our Privacy Policy which is also available for review on this website. In the processing of any personal data we shall comply with Data Protection Legislation.

We reserve the right to update our website from time to time and may change any of the goods or services offered or described on it at any time, including any formulations, content, descriptions and data published on it or referred to from it.

We do not guarantee that the website, or any content on it, will be free from defects, errors or omissions. Furthermore, any of the content on the website may be out of date at any given time, and we are under no obligation to update it. No reliance



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should be placed on any material or data displayed or accessed on the website unless we have entered into a Customer Contract with you and that Customer Contract confirms any information upon which you wish to rely, within it.

We do not guarantee that the website or any content on it, will always be available, uninterrupted or error free and no liability shall be accepted by Healthy Hippies for any failure of the website, including as a result of that, any failure for you to place any order on or through it. We may suspend, withdraw, discontinue or change all or any part (including your access) of and to the website without notice.

Information, data, goods, services and materials displayed on the website may or may not be owned or solely owned by Healthy Hippies and accordingly in the event that any of that information or material is expressed as being copyrighted or owned by a third party, you may not reproduce any of that without obtaining a valid licence to do so. You also have no right to copy or reproduce any of the materials on our website in which we own the copyright without our express prior written consent and if such consent is forthcoming, you must acknowledge in each copy of those materials that Healthy Hippies or any affiliate of Healthy Hippies, is the copyright owner of those materials and reserves all of its rights to them.

Whenever you make use of a Healthy Hippies website feature that allows you to upload content to the website (or any other place linked by it), or to make contact with other users or Visitors to the website, you must comply with the reasonable content standards set out in our Acceptable Use Policy stated below.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the website constitutes a violation of their intellectual property rights, or of their right to privacy, or an infringement of any other legal rights that they have.

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We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or anyone on your behalf.

You must not use the website (including in posting any Submitted Data or messages) for any purpose that is unlawful or prohibited in any manner, or which is defamatory or damaging to the rights of others or which could damage, disable, overburden, or impair the website or adversely affect its operation. Healthy Hippies and its Affiliates are not responsible for messages posted by Visitors or Customers, nor the views contained in them. You shall indemnify Healthy Hippies and its Affiliates in full for any breach of any third party's rights and for any false, derogatory or other damages statements made by you.

You must not attempt to gain unauthorised access to the website, other accounts, computer systems or networks connected to the website (or otherwise), through hacking, password mining or any other means, nor shall you commit an act or omission that facilitates such activity by another person.

Our website may contain links to third party websites and Other Services and we are not responsible and are not by providing such links, condoning or approving the contents from those third parties, including for those other websites and Other Services, nor their terms of use or content and by you clicking on those links you shall satisfy yourself as to whether these are appropriate for you. You shall indemnify us and hold us harmless against any claims you may have in respect of such third-party websites and Other Services.

The Healthy Hippies website and all services relating to it (including any relevant software) and all data, materials and information provided from it), contains proprietary and confidential information that is protected by intellectual property rights and other applicable laws. Healthy Hippies grants you a limited, personal, non-

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transferable, nonexclusive license to access and use the website only in the manner contemplated by these Terms. No other rights are expressly or impliedly given.

3. Supply of Goods and/or Services

In the event that you order any goods or services from us on, or via this website, or any other ecommerce site where we display our shop, you agree that these Terms shall apply to that order.

You hereby represent and warrant that:

- You have the right to place such order and are authorised to place it including to make any payment for the goods and/or services the subject of such order; and
- you are at least eighteen years of age (or if to lawfully buy such products and/or services where you have to be at an age older than eighteen ((21 years of age) you are at least that age) and legally entitled to buy such products and/or services; and
- in buying any of the products and services you have properly and clearly assessed whether you have any allergies to which they may be affected by the use of such products or services; and
- you do not have any medical conditions which could be adversely affected by such products and services and if you have any doubt as to this that you will take professional medical advice before using any of our products and/or services.



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You may not order any of our products or services for importing into any country or state where under applicable law, the use of them would be illegal or break any applicable regulation or import restrictions. You should satisfy yourself about the lawfulness of our products and services in any county, country or territory and no representation or warranty, whether express or implied is given by Apothem in this regard. No representation or warranty is given as to the suitability of any product or service by us and they are provided “as-is” for you to assess if they are suitable for you. None of the foregoing shall restrict your consumer rights under English Law.

We reserve the right to refuse to provide any services or sell any goods to any person or business and for any reason and at any time. In the event that we have taken payment for your order, we may subsequently rescind the agreement contained in the Customer Contract to sell to you for any reason prior to shipping any product and repay you your purchase sums. In such circumstances that shall be the total liability of us to you, for such cancelled order. You may also cancel your order in accordance with applicable English Law prior to despatch of the products however once those products have been despatched by us, your rights to cancel shall be as provided for in our returns policy. There may be a charge for you to cover any administration or postage costs in such circumstances.

You understand and agree that your Submitted Data (not including credit or debit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit and debit card information is always encrypted during transfer over third party networks. We use payment providers for the processing of payment, and you agree to provide such information as required by them to validate the payment by you. In the event that any payment is not

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cleared or subsequently revoked to us for any products that have been despatched to you, then we retain all title to those products which you shall return to us those products and in the original condition they were despatched to you and any failure by you to do so shall mean you remain fully liable to us for the full payment of those products.

Prices for our products are subject to change without notice and a product or service may be withdrawn without notice too. We reserve the right at any time to modify or discontinue any product or service (or any part or content thereof) without notice at any time and we shall have no liability to you for doing so. Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. We do not warrant that the quality of any products, services, information, or other provision or service.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers

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or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Delivery and Returns Policy available at this website.

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us and that from submission we retain ownership of the content, idea or proposal provided. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

In no case shall Healthy Hippies Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products. The total liability of Healthy Hippies and its Affiliates (as applicable) shall not exceed the cost of you purchasing the service or

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the products to which you claim any liability. None of the foregoing shall restrict or limit any liability which cannot be restricted or limited under English law, nor for any death or personal injury caused by Healthy Hippies.

4. Miscellaneous

These Terms and any dispute or claim arising out of or in connection with them (including any non-contractual disputes or claims) are governed by and are to be construed in accordance with the laws of England and Wales. Each of the parties irrevocably submits for all purposes (including any non-contractual disputes or claims) to the exclusive jurisdiction of the courts in England. You have no right to assign these Terms (or any rights you may have under them) without our express prior written consent.

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us on this website constitutes the entire agreement and understanding between you and us and govern your use of the website, purchase of any products and use of any service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

Questions about the Terms should be sent to us at info@healthy-hippies.co.uk