Terms of website use

This page (together with the documents referred to on it) explains how you can use our website www.sallybeauty.co.uk (our site), whether as a guest or a registered user.

Please read these terms of use carefully before you start to use the site. By accessing or using the site or otherwise indicating your consent, you agree to be bound by these Terms, the documents referred to in them, our Privacy Policy, our Cookie Policy and our Terms and Conditions of sale, as applicable.

If you do not agree with or accept any of these Terms, you should stop using the site immediately.

If you have any questions about the site please Contact Us

INFORMATION ABOUT US

www.sallybeauty.co.uk is a site operated by Sally Salon Services Limited ("We"). We are a limited company registered in England and Wales under company number 1060763 and have our registered office at Ground Floor, Inspired, Easthampstead Road, Bracknell RG12 1YQ. Our main trading address is our registered office address. Our VAT number is 260924169.

ACCESSING OUR SITES

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You are responsible for keeping your passwords and other account details confidential. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our sites. All costs and expenses incurred by you in relation to your use of the site is your responsibility. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

USING OUR SITE

We allow you to use the site only for personal, non-commercial purposes only. Use of the site in any other way, including in contravention of any restriction on use set out in these Terms, is not permitted.

RESTRICTIONS ON USE

As a condition of your use of the Site, you agree:

- not to use the site for any purpose that is unlawful under any applicable law
- not to use the site to commit any act of fraud;
- not to use the site to distribute viruses or malware or other similar harmful software code;
- not to attack our site via a denial-of-service attack or a distributed denial-of service attack;
- not to use the site for purposes of promoting unsolicited advertising or sending spam;
- not to use the site to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- not to use the site in any manner that disrupts the operation of our site or business or the website or business of any other entity;
- not to use the site in any manner that harms minors;
- not to promote any unlawful activity;
- not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing;
- not to use the site to gain unauthorised access to or use of computers, data, systems, accounts or networks; and
- not to attempt to circumvent password or user authentication methods.

By breaching these conditions you may be committing a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately.

BULLETIN BOARDS, CHAT ROOMS AND OTHER INTERACTIVE SERVICES

We may make bulletin boards, chat rooms or other communication services ('Interactive Services') available on our site.

We are not obliged to monitor or moderate submissions to our Interactive Services. Where we do monitor or moderate submissions we shall indicate how this is performed and who should be contacted in relation to any submission of concern to you.

We may remove or edit any submission to any of our Interactive Services whether they are moderated or not.

Any submission you make must comply with our submission standards set out below.

SUBMISSION STANDARDS

Any submission or communication to users of our site must conform to standards of accuracy, decency and lawfulness, which shall be applied in our discretion, acting reasonably. In particular, you warrant that any submission or communication is:

- your own original work and lawfully submitted;
- factually accurate or your own genuinely held belief;
- provided with the necessary consent of any third party;
- not defamatory or likely to give rise to an allegation of defamation;

- not offensive, obscene, sexually explicit, discriminatory or deceptive; and
- unlikely to cause offence, embarrassment or annoyance to others.

LINKING AND FRAMING

You may create a link to our site from another website without our prior written consent provided no such link:

- creates a frame or any other browser or border environment around the content of our site;
- implies that we endorse your products or services or any of the products or services of, or available through, the website on which you place a link to our site;
- displays any of the trade marks or logos used on our site without our permission or that of the owner of such trade marks or logos; or
- is placed on a website that itself does not meet the acceptable use requirements of these terms of use or which does not comply with all applicable laws, regulations and standard of good practice.

We reserve the right to require you to immediately remove any link to our site at any time, and you shall immediately comply with any request by us to remove any such link.

HYPERLINKS AND THIRD PARTY SITES

The site may contain hyperlinks or references to third party websites other than our site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

SUBMITTING INFORMATION TO THE SITE

While we try to make sure that our site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that you regard as confidential, commercially sensitive or valuable (Unwanted Submissions). While we value your feedback, you agree not to submit any Unwanted Submissions.

We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the site to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

INTELLECTUAL PROPERTY RIGHTS

Our site and all intellectual property rights in it including but not limited to any text, images, video, audio or other multimedia content, software or other information or material submitted to or on our site are owned by us, our licensors or both (as applicable). Intellectual property

rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these terms of use. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

Nothing in these Terms grants you any legal rights in the site other than as necessary to enable you to access the site. You agree not to adjust to try to circumvent or delete any notices contained on the site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the site.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

You may not use any meta tags or any other 'hidden text' using sallybeauty.co.uk, Sally or Salon Services' names or trademarks without our express written consent. You may not use any sallybeauty.co.uk logo or other proprietary graphic or trademark as part of a link without express written consent.

If you breach these Terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

ACCURACY OF INFORMATION AND AVAILABILITY OF OUR SITE

While we try to make sure that our site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that our site will be fit or suitable for any purpose. Any reliance that you may place on the information on our site is at your own risk.

We may suspend or terminate operation of our site at any time as we see fit.

Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.

While we try to make sure that our site is available for your use, we do not promise that our site is available at all times nor do we promise the uninterrupted use by you of our site.

OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred in connection
 with the use, inability to use, or results of the use of our site, any websites linked to them
 and any materials posted on them, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on them, or on any website linked to them.

This does not affect our liability to you for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our <u>Privacy Policy</u>. By using our site, you consent to such processing and you warrant that all data provided by you is accurate and no misleading.

TRANSACTIONS CONCLUDED THROUGH OUR SITE

Contracts for the supply of products formed through our site or as a result of visits made by you are governed by our <u>Terms & Conditions</u>

DISPUTES, JURISDICTION AND APPLICABLE LAW

We will try to resolve any disputes with you quickly and efficiently.

If you are unhappy with us please contact us as soon as possible.

If you want to take court proceedings, the English courts will have exclusive jurisdiction in relation to these Terms and the law of England and Wales will apply to these Terms.

VARIATIONS

We may revise these Terms at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our site.

RIGHTS OF THIRD PARTIES