

Website terms of use and acceptable use policy.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE

Part A: Terms of use

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website www.kubaandleia.com, whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering for an account on our site.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you must not use our site.

Other Applicable Terms

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy, where we explain how we use your personal information.
- Our Acceptable Use Policy, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our Cookie Policy, which sets out information about the cookies on our site.

If you purchase goods from our site, our Website Terms and Conditions of Sale will apply to that purchase.

Information About Us

If you are using www.kubaandleia.com, 'we', 'our' and 'us' in these terms of use means Kuba & Leia Limited, a company registered in England and Wales under company number 11005503 and with our registered office at: 19-21 Chapel Street, Marlow, SL7 3HN, United Kingdom which is also our main trading address. Our VAT number is 279322676. We are a Limited company.

Changes to these Terms

We may revise these terms of use to reflect changes to our site, our users' needs, our business priorities or changes in law. We will try to give you reasonable notice of any major revisions.

Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 24 November 2019.

Changes to Our Site

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

Accessing Our Site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our 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 that they comply with them.

Your Account and Password

If you choose, or you are provided with, user details, a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user details or password or any other piece of information as part of our security procedures, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user details or password, you must promptly notify us at meow@kubaandleia.com

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. All of those works are protected by copyright and other intellectual property laws and treaties around the world. All rights are reserved to the relevant owner or licensee of those works.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content 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 content on our site must always be acknowledged.

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

If you print off, copy or download any part of our site in breach of these terms of use, 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.

No Reliance on Information

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

Limit Of Our Liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

- please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we

have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by us to you, which are set out in our Website Terms and Conditions of Sale.

Uploading Content to our Site

Whenever you make use of a feature that allows you to upload or submit content to our site you must comply with the content standards set out in our Acceptable Use Policy.

You promise that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of your promise.

Any content you upload or submit to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute, and disclose to third parties, any such content for any purpose. This right will continue even if that content is deleted from our site.

We also have the right to disclose your identity to any third party who is claiming that any content uploaded or submitted by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

The views expressed by other users on our site do not represent our views or value.

Viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, 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 site will cease immediately.

Linking to Our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

Any website to which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy

If you wish to make any use of content on our site other than that set out above, please contact meow@kubaandleia.com

Third Party Links and Resources in Our Site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

Applicable Law

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. However, if you are a resident of Ireland you will benefit from any mandatory provisions of the law of Ireland. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law.

You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, if you are resident of Scotland, you may also bring proceedings in Scotland, and if you are resident in Ireland, you may also bring proceedings in Ireland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Part B: Website Acceptable Use Policy

This acceptable use policy supplements and forms part of the terms of use, and sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this acceptable use policy. This acceptable use policy applies to all users of, and visitors to, our site.

Prohibited Uses

You may use our site only for lawful purposes. You may not use our site:

- in any way that breaches the terms of use;
- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms; and
- not to access without authority, interfere with, damage or disrupt:
- any part of our site;

any equipment or network on which our site is stored;

- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party

Interactive Services

We may from time to time provide interactive services on our site including live chat (interactive services).

We will do our best to assess any possible risks for users (and in particular, for children) when they use any interactive service provided on our site. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online. Minors who are using any interactive service should be made aware of the potential risks to them.

Content Standards

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;

- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and Termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy may constitute a serious breach of the terms upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;
- immediate, temporary or permanent removal of any posting or material uploaded by you to our site;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all of our costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; and/or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Reviews, comments, communications and other content.

When writing any product review, please consider the following guidelines:

- focus on the product and your individual experience using it; and
- provide details about why you liked or disliked a product.

We reserve the right not to post your review if it contains any of the following types of content or violates other guidelines made known to you:

- obscenities, discriminatory language, or other language not suitable for a public forum;
- advertisements, “spam” content, or references to other products, offers, or websites;
- email addresses, URLs, twitter handles, phone numbers, physical addresses or other forms of contact information; and
- critical or spiteful comments about other reviews posted on the page or their authors.

In addition, if you wish to share feedback with us about product selection, pricing, ordering, delivery or other customer service issues, please do not submit this feedback through a product review. Instead, contact us directly.

Customer Ratings and Reviews

This section governs your conduct associated with the Customer Ratings and Reviews:

You further promise that you will not submit any content:

- that is known by you to be false, inaccurate or misleading;
- that infringes any third party's intellectual property rights, proprietary rights or rights of publicity or privacy;
- that in any way that breaches any applicable local, national or international law or regulation;
- that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
- for which you were paid or incentivised (whether monetary or otherwise), or for which you received any other benefit from a third party;
- that includes any information that references other websites, addresses, email addresses, contact information or phone numbers;
- that contains any computer viruses, worms or other potentially damaging computer programs or files; or

- that violates Facebook's terms of use.

You promise that any content you submit will comply with these terms, and you will be liable to us and compensate us fully for any breach of that promise. If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of your promise.

Any content you submit will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute, and disclose to third parties, any such content for any purpose. This right will continue even if the original content you wrote is deleted.

You acknowledge that you, not Kuba & Leia, are responsible for the contents of your submission.

By submitting your email address in connection with your rating and review, you agree that Kuba & Leia and its third party service providers may use your email address to contact you about the status of your review and other administrative purposes.

Changes to the Acceptable Use Policy

We may revise this acceptable use policy to reflect changes to our site, our users' needs, our business priorities or to reflect changes in law. We will try to give you reasonable notice of any major revisions.

Every time you wish to use our site, please check this acceptable use policy to ensure you understand the terms that apply at that time. These terms were most recently updated on 24 November 2019. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

Contact Us

To contact us, please email meow@kubaandleia.com