



Terms & Conditions

These terms and conditions ('the Terms') govern the users ('you' or 'your') use of the website www.alkavitae.co.uk ('the Website') and your relationship with;

(i) AlkaVitae International B.V. (trading as www.alkavitae.co.uk) whose registered office is Esp 246- 5633 AC Eindhoven - The Netherlands

('we', 'our', or 'us'). Please read the terms carefully as they affect your rights and liabilities under law. If you do not agree to these Terms, please do not access nor use the Website.

If you have any queries regarding these Terms then please contact us.

1. Agreement

By using the Website you agree to be bound by these Terms.

2. Amendments

We reserve the right to:

- update these Terms from time to time and any changes will be notified to you via a suitable announcement on the Website. It is your responsibility to check for such changes. The changes will apply to the use of the Website after we have given such announcement. If you do not wish to accept the new Terms you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new Terms; and
- modify or withdraw, temporarily or permanently, this Website and the material contained within (or any part) without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of the Website or its contents.

3. Registration

You warrant that:

- the personal information which you are required to provide when you register is true, accurate, current and complete in all respects; and
- you are not impersonating any other person or entity

The products purchased on this site are for private and domestic use only and are not for re sale. You will notify us immediately of any changes to the personal information by contacting our customer service representatives here

4. Privacy Policy

We will treat all your personal information as confidential and will only use it in accordance with our Privacy Policy.

When you shop on this Website, we will ask you to input personal details in order for us to identify you, such as your name, e-mail address, billing address, delivery address, credit card or other payment information. We confirm that this information will be held by us in accordance with the registration we have with the Data Commissioner's office.

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5. Protecting Your Security

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases.

We take the risk of internet fraud very seriously. With the volume of fraudulent credit card transactions increasing, we make every effort to ensure all orders are thoroughly checked using the information already supplied. There is a possibility we may contact you to make additional security checks and we ask for your co-operation to enable us to complete them. We will not tolerate fraudulent transactions and such transactions will be reported to the relevant authorities.

By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

6. Compliance

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use. You agree not to upload or transmit through the Website:

- any computer viruses or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; and
- any material which is defamatory, offensive or of an obscene character

7. Indemnity

You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information.

8. Third Party Links

As a convenience to our customers, the Website may include links to other websites or material which is beyond our control. For your information, we are not responsible for such websites or material nor do we review or endorse them. We will not be liable, whether directly or indirectly, for the privacy practices or content of such websites nor for any damage, loss or offence caused or alleged to be caused in connection with, the use of or reliance on any such advertising, content, products, materials or services available on such external websites or resources.

9. Orders

All orders are subject to acceptance and availability. If the goods ordered are not available, you will be notified by e-mail (or by other means if no e-mail address has been provided) and you will have the option either to wait until the item is available from stock or to cancel your order.

Any orders placed by you will be treated as an offer to purchase the goods or services from us and

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we have the right to reject such offers at any time. You acknowledge that any automated acknowledgment of your order which you may receive from us shall not amount to our acceptance of your offer to purchase goods or services advertised on the Website. The conclusion of a contract between you and us will take place when we (i) debit your credit, debit card or PayPal account or (ii) dispatch the goods to you or commence the services, whichever is the later.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be liable for any loss you may suffer if a third party procures unauthorized access to any data provided by you when accessing or ordering from the Website.

The products sold on the Website are not for re-sale or distribution. You are limited to a purchase of 5 items of any one product. We reserve the right to cancel orders and/or suspend accounts where we believe products are being ordered in breach of this provision.

You will assume the risk for the products once they have been delivered to the delivery address which you specified when ordering the products. We accept no liability where you provide an incorrect delivery address or where you fail to collect the products from the delivery address which you specified. Notwithstanding that risk of loss or damage to the products only passes to you once they have been delivered to the delivery address, ownership of the products shall pass to you on the later of: (a) the products being dispatched by us; and (b) us receiving payment in respect of the same.

10. Cancellation Rights

Where you have purchased the goods or services as a consumer (i.e. for private use as opposed to business use), please note that you are entitled to cancel any contract completed with us within 14 days from the day on which you acquire physical possession of the goods.

For further information about cancellations and returns, please see our Returns Policy.

11. Price and Payment

All prices shown are inclusive of VAT (where applicable) and are correct at the time they are entered on to the system. We reserve the right, however, to change prices at any time without notice to you.

Payment can be made by any major credit or debit card or via your PayPal account. Payment will be debited and cleared from your account before the dispatch of your good or provision of the service to you. If payment is to be made via a credit card a pre-auth value of £0.01 will be held against the card until the card issuer validates the payment.

In the unlikely event that the price shown on the checkout page is wrong, and we discover this before accepting your order in accordance with clause 9, we are not required to sell the goods to you at the price shown. We always try and ensure that the prices of goods shown on our Website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the goods that you have ordered we will let you know as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you cancel your order and you have already paid for the goods, then you will receive a full refund.

You confirm that the credit, debit card or PayPal account that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us we will

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not be liable to you for any delay or non-delivery.

If your credit or debit card payment is not processed successfully for any reason, we reserve the right to reattempt to process payment. We will give you at least 48 hours' notice in advance of any reattempt to process payment by sending an email to the email address you have provided to us. If you do not want us to reattempt to process payment, you must cancel your order within 48 hours of us sending you this email.

You may only use one discount code with each order. We reserve the right to reject or cancel any orders where you add more than one discount code to the basket.

You confirm that the credit, debit card or PayPal account that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us we will not be liable to you for any delay or non-delivery.

You may only use one discount code with each order. We reserve the right to reject or cancel any orders where you add more than one discount code to the basket.

We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value.

Please familiarise yourself with these terms and conditions before you place an order as we reserve the right to reject or cancel any orders which do not comply with these terms even if your credit or debit card has been charged. If there is any inconsistency between the terms and conditions upon which the discount codes were issued and these terms and conditions, the discount code terms and conditions prevail. A copy of the discount code terms and conditions can be obtained by mailing or telephoning our customer service representatives at:

- e-mail address: support@alka.eu

12. Eligibility to Purchase

To be eligible to purchase goods on this Website and lawfully enter into and form contracts on this Website under English law you must:

- if an individual, be 18 years of age or over; and
- register your real name, address, phone number, e-mail address any other details requested.

By offering to purchase goods and services you represent to us that you are 18 years of age or over and authorise us to transmit information (included updated information) to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorise individual purchase transactions.

13. Intellectual Property

The content of the Website is protected by copyright, trademarks, database and other intellectual property rights and you acknowledge that the material and content supplied as part of the Website shall remain with us or our licensors.

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy

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or distribute or use for commercial purposes any of the materials or content on the Website.

14. Limitation of Liability

Notwithstanding any other provision in the Terms, nothing in these Terms:

- affect or limit your rights as a consumer under English law; or
- will exclude or limit our liability for death or personal injury resulting from our negligence.

The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the Internet.

Whilst we will try to ensure that material included on the Website is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the material on the Website we will attempt to correct this as soon as we reasonably can.

In particular, we disclaim all liabilities in connection with the following:

- incompatibility of the Website with any of your equipment, software or telecommunications links;
- technical problems including errors or interruptions of the Website;
- unsuitability, unreliability or inaccuracy of the Website; and
- failure of the Website to meet your requirements.

To the full extent allowed by applicable law, you agree that we will not be liable to you or any third party for any consequential or incidental damages (both of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Website.

15. Severance

If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of the Terms.

16. Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

17. Entire Agreement

These Terms form the entire basis of any agreement reached between you and us.

18. Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English courts.

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19. All Competitions

We reserve the right to amend these Terms without notice from time to time.

These rules will be deemed incorporated into each competition except to the extent that any specific instruction in a competition provides otherwise.

By entering the competition entrants will be deemed to have read and understood these Terms and be bound by them. All of our decisions will be final and binding and no correspondence will be entered into.

Any person who is an employee or an immediate family member of an employee of AlkaVitae International B.V. or any other person who is directly connected with the organisation of any particular competition is ineligible to participate.

All entrants are to be aged 18 or over unless any other age restriction is specified or implied. Entrants should, if under 18, obtain permission in advance from their parent or guardian.

All entries must be received by the closing date specified in the competition. Answers will be entered upon submission. No responsibility will be taken for any answers that are misdirected, lost for technical or other reasons or received after the closing date.

We reserve the absolute right to disqualify without notice any entries to any competition which we consider have used improper technical means to enter and/or we believe is fraudulent. Entrants are liable for their costs to access computer networks.

We will not be liable for or accept any responsibility for: (i) any failure by the winner or any entrant to comply with these terms and conditions; (ii) any disruption, delay or misdirection of entries; or (iii) any server, system or network failures, malfunctioning or inaccessibility.

We shall be the promoter of all competitions subject to these terms and conditions unless stated otherwise.

Prizes

If for any reason an advertised prize is unavailable we reserve the right at our absolute discretion to substitute a similar prize of equivalent or greater value.

Only one prize will be awarded per household.

There will be no cash or other alternative to the prize offered and prizes are not transferable.

Notification

The winner's name will be selected in a random draw, after the closing date, from all correct answers received.

The winner of a prize will be notified within 28 days after the winner has been ascertained.

Please allow 28 days for delivery of all prizes.

If the winner of the a competition is unable to take up a prize for any reason or if the winner cannot be notified after reasonable efforts having been made then we may dispose of the prize as we think fit without any liability to the winner for having done so.

For each competition, only one prize will be awarded per entrant / email address. Names of winners will be available on request.

The names of the winners may be published on our Website and/or on our Facebook, Twitter or any other social media platform.

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Claiming Prizes

Competition prizes/tickets may be restricted to certain times of the year and unless otherwise stated all prizes must be taken within six months of the date of the competition draw.

Where prizes are to be provided by a third party then the winner will be required to complete all appropriate or applicable booking or other formalities direct with such providers. We will have no responsibility for the acts/defaults of any other persons or companies.

20. Reviews

If you submit a review, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

You grant Alkavitae International B.V and its sub-licensees the right to use the name that you submit in connection with such content, if they choose.

You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content.

You agree to perform all further acts necessary to perfect any of the above rights granted by you to Alkavitae International B.V, including the execution of deeds and documents, at the request of Alkavitae International B.V.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is submitted to Iwantoneofthose.com:

1. The content and material is accurate;
2. Use of the content and material you supply does not breach any applicable Iwantoneofthose.com guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify Alkavitae International B.V for all claims brought by a third party against Iwantoneofthose.com arising out of or in connection with a breach of any of these warranties.

Winners of the review competition will be notified by email. Failure to respond to our notification email within 20 days will result in the prize being forfeit.

21. Multibuy Offers

This offer applies only to qualifying items listed in the Multibuy area of this Website.

Where any goods are returned (except for an exchange where products are faulty/defective), we are entitled to either require the return of all goods delivered as part of that Multibuy offer at your cost or charge you for the goods retained by you at the full price quoted on this site.

22. Gift With Products Promotions

Where we are offering a free gift with a product, we shall only provide one free gift per transaction (irrespective of how many products are purchased). The free gift is subject to availability and we reserve the right to change the free gift for a gift of equivalent value.

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