

Earthy Nail Polish Terms & Conditions

By using our Platforms (for example; including and not limited to www.earthynailpolish.com) you agree to be bound by the Terms and Conditions.

Some key sections You might want to read through in a bit more detail include:

4. Pricing, where we set out where you can see the prices of our products when placing an order, and that we will include local taxes in the price of any order.

8. Deliveries, where we set out the delivery information you must provide when placing an order with us, the terms and conditions that apply to deliveries, where you can find a list of the countries that we deliver to, when free standard delivery may apply and how quickly orders will be processed / despatched.

10. Returns, where we set out: how long you have to change your mind if you no longer want an order that you have placed; how quickly you have to tell us if you want a replacement product if a product in an order is faulty or defective; the procedure for receiving replacement products if the products you receive are incorrect, faulty or defective; which types of order you cannot return if you change your mind; and how to return an order.

11. Refunds, where We set out how quickly You will receive a refund if a refund is due to You and how that refund will be paid to You.

Although we reference Our use of Your personal data in this policy, the details of how we process Your Personal Information (as defined below) are set out in more detail in our Privacy Policy which You can access from Our website. Our website uses cookies and You can find out more about cookies and how we use them in our Cookie Policy which You can also access from Our website.

Definitions

Where the following capitalised terms are used in Our Terms and Conditions, they shall have the following meanings:

"Apps" means any applications for use on tablets (such as iPads) produced by or on behalf of Us.

"Booking Tools" means any method of placing an Order or making an Booking on the Platforms.

"EU" means a European Union member state, which for the time being includes the UK.

"Non EU" means any other country that is not an EU member state.

"Order" means an online transaction made by You via the Platforms for one or more Products, to which these Terms and Conditions apply.

"Personal Information" means the data about You (or that helps us identify You) that You provide to us or that we collect from You, such as Your name, e-mail address, billing address, delivery address, telephone number, Product selections, interests and preferences, credit card or other payment information and a password.

"Platforms" means any digital way of accessing the Earthy Nail Polish store and includes the websites located at www.earthynailpolish.com or any subsequent replacement URL which may replace or succeed them, including Apps and Booking Tools.

"Product" and "Products" mean a product or products displayed for sale on the Platforms.

"Product Description" means the section displayed on the Platforms where certain terms and conditions in respect of the individual Product are provided which shall include, but not be limited to, all details, prices (cost of the Product and delivery charges), photographic representations and descriptions of a Product. It shall also include, where appropriate, specific delivery dates and times, warranties, after-sales service and guarantees about that Product.

"Earthy Nail Polish Account" means Your personal customer account set up by You on the Platforms.

"Substitute Product" and "Substitute Products" means replacement Product(s) which, in accordance with these Terms and Conditions, we will include in Your Order in the unlikely event that we are unable to supply a Product You have ordered.

"Terms and Conditions" means these terms and conditions.

"UK" means, for the purposes of these Terms and Conditions, England, Wales, Scotland and Northern Ireland and excludes the Isle of Wight, the Isle of Mann and the Channel Islands.

"Users" means the users of the Platforms collectively.

"We", "Us", "Our" or "Earthy" means Earthy Nail Polish and or Cosmetic Consulting Company [or such other of Our entities which may provide or otherwise control or provide Products through the Platforms from time to time], as the context may require. Please note, that when arranging delivery of Your Order, Earthy Nail Polish may instruct a third party courier or postal carrier to deliver it to You. However, Earthy Nail Polish will ultimately be responsible for managing the delivery of Your Order, so for the purposes of these Terms and Conditions, all references to "We", "Us", or "Earthy Nail Polish", will be taken to include such third parties.

"Working Day" means a day other than a Saturday, Sunday or public holiday in England.

"You" means a user of the Platforms.

1. Using the Platforms

1.1 The Platforms are provided solely for Your personal use. To place an Order on the Platforms You must be at least sixteen (16) years old. You may not use the Platforms for any commercial purpose. We reserve the right to make changes to any part of these Terms and Conditions from time to time, so please ensure You check here for the latest version. We may modify or withdraw the Platforms (or any part of them) temporarily or permanently, and we shall not be liable to You or any third party for any modification to, or withdrawal of, the Platforms and You agree to use the Platforms on this basis.

1.2 All text, graphics, photographs, databases, logos, trademarks, artwork, sounds, videos, animations, music, user interfaces, visual interfaces and computer code (the "Content") belongs to Earthy Nail Polish (or is licensed to Earthy Nail Polish). This Content includes, but is not limited to, the design, structure, selection, coordination, expression, "look and feel" and arrangement of it. The Content is protected by copyright, trademark and other intellectual property rights and You are not permitted to copy, reproduce, republish, upload, post, publicly display, link, frame, translate, transmit or distribute this Content or pass it off as Your own or otherwise use it in any way without Earthy Nail Polish's prior written permission.

1.3 You agree that any information You submit to the Platforms including Your Personal Information shall be accurate. If You submit to the Platforms any communication, idea or materials which may attract copyright or other intellectual property rights You agree that this shall become Earthy Nail Polish's property. You agree that anything You submit shall not infringe any right of any third party, nor contain anything libellous, offensive, abusive, obscene or otherwise unlawful, nor constitute an invasion of privacy. As such, You are and shall remain solely responsible for the content of any submissions You make on or to the Platforms and We reserve the right to remove any material You have placed on the Platforms or to deny You access to the Platforms at any time in Our sole discretion without prior notice to You.

1.4 You must not establish any link to the Platforms to suggest any form of association, approval or endorsement by Us where none exists or establish a link from any website that is not owned by You. The Platforms must not be framed on any other site, and You may not create a link to any part of the Platforms other than the home page.

1.5 While we endeavour to verify the accuracy of any information we place on the Platforms, We make no warranties (whether express or implied) in relation to its accuracy. The Platforms are provided on an "as is" and "as available" basis without any representation or endorsement made and We make no warranties of any kind, whether express or implied, in relation to the Platforms, or any transaction that may be conducted on or through the Platforms, including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade. We therefore exclude all liability for any loss or damage caused by any inaccuracies on the Platforms.

1.6 We make no warranty that the Platforms will meet Your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, and reliability of the Platforms. We will not be responsible or liable to You for any loss of, corruption or material degradation of material uploaded or transmitted through the Platforms.

1.7 The Platforms may contain links to other websites or applications, which are not operated by Earthy Nail Polish. When You activate any of these You will leave the Platforms and we have no control over, and will not accept any responsibility or liability in respect of, the material on any website or application which is not on the Platforms, as this is not under Our control. We exclude all liability for third party content or third party websites.

2. Earthy Nail Polish Account, Personal Information and Security

2.1 By placing an Order You agree and understand that we may collect, use, store and process Your Personal Information in accordance with our Privacy Policy. Earthy Nail Polish fully respects the privacy of individuals who access and use the Platforms and we are committed to protecting Your Personal Information.

2.2 When You provide us with Your Personal Information, You are responsible for ensuring that the Personal Information You provide is accurate. If any of Your information changes (for example You change address) we ask that You please let us know by updating Your Earthy Nail Polish Account online or contacting our Customer Services team by emailing info@cosmeticconsultingcompany.com (or such other contact details that we notify to You from time to time).

2.3 You agree not to impersonate any other person or entity or to use a false name or a name that You are not authorised to use.

2.4 You agree to place Orders only under Your real name and with Your real contact details, unless You are placing an Order on behalf of somebody else in which case You agree only to place Orders using their real name and contact details with their prior permission.

2.5 You are responsible for keeping Your Earthy Nail Polish Account and Personal Information confidential. Please notify Us immediately of any unauthorised use of Your Earthy Nail Polish Account or Personal Information and, any breach of security or misuse, or suspected breach of security or misuse of such. Please ensure that You sign out from Your Earthy Nail Polish Account at the end of each session if You use a shared computer or are accessing your Earthy Nail Polish Account on an open network (in which event you will be completely responsible for ascertaining the security and integrity of such a network and remain responsible for any loss suffered due to the inadequacy or fallibility of such a network). We will not be liable for any loss or damage arising from Your failure to comply with this clause.

3. Our Products

3.1 The law requires Us to supply Products which match their description on the Platforms, so We take reasonable care to ensure that Product Descriptions are correct. We try to display as accurately as possible the appearances, colours, textures or finishes of our Products. What You see will depend on Your computer equipment, screen or monitor and we are therefore unable to guarantee that a Product's images are an accurate representation of the actual merchandise. Please refer to our Returns Policy if You are unhappy with Your Order.

3.2 Products are subject to availability. We will do Our best to remove from the Platforms any Products which have sold out or are otherwise unavailable at the earliest opportunity. As there is a delay between the time when Your Order is placed, and the time when the Order is accepted (see clause 6.2(c) of these Terms and Conditions), the stock position relating to a particular Product may change. If a Product You have ordered becomes out of stock before We accept Your Order, then Earthy Nail Polish shall not be liable to You for being unable to provide that Product. If any Products You have ordered do go out of stock or become unavailable between the time You order and when We accept an Order, we shall notify You as soon as possible and You will not be charged for the out of stock Product.

3.3 If, due to unforeseen circumstances or in the event of supply difficulties, it is necessary for Us to substitute a Product or Products in Your Order (please note that this includes Products supplied as part of a bundle), the Substitute Product will be of equal or greater value than that Product which it replaces, at no extra cost to You. If You receive the Substitute Product and do not want to accept it, please notify Us within fourteen (14) calendar days and return it to Us. We will reimburse You for the cost and return of the Substitute Product.

3.4 We try to ensure that our Products are fit for purpose, free from minor defects, safe and durable. However, We will not have any liability for:

- a. something which was drawn to Your attention before You place an Order;
- b. if You examine the Product(s) before placing an Order, anything which ought to have been revealed during this examination; and/or
- c. if You receive a sample of a Product before placing an Order for the Product, anything which would have been reasonably apparent on inspecting that sample or anything which We draw to Your attention.

4. Pricing

4.1 We try hard to ensure that all Products on the Platforms are available at the same price in all Our own stores. However, from time to time We may offer additional discounts for purchases made via the Platforms that do not apply in-store, or vice versa. Additionally, Products offered as sets on the Platforms may not be offered as part of a set in-store or vice-versa and individual prices may apply.

4.2 Any coupon, discount, offer or promotional discount ("Offer") offered on the Platforms is valid only for use as part of a purchase made via the Platforms, unless

otherwise stated, and is subject to availability, and an Offer cannot be used in conjunction with any other Offer unless otherwise stated.

4.3 Where an Offer has its own terms and conditions ("the Offer's Terms"), both the Offer's Terms and these Terms and Conditions shall apply to any Order benefitting from an Offer (to the extent that the Offer's Terms and these Terms and Conditions are compatible), PROVIDED THAT:

- a. if any of the Offer's Terms conflict with these Terms and Conditions, the provisions of these Terms and Conditions shall apply; and
- b. if the Offer's Terms are silent on any point, these Terms and Conditions shall apply.

4.4 Product prices shown on the Platforms are in British Pounds or such other currency as we may offer from time to time and are inclusive of UK value added tax ("VAT") (where applicable), at the appropriate rate. Product prices shown on the Platforms (irrespective of which currency You choose to pay in) may change from time to time. Please also be aware that the price of a Product may change at checkout if it is subject to any taxes, duties, fees, levies or delivery charges applied in the country You have selected for delivery of Your Order.

4.5 Although we try to ensure all our Products' prices displayed in the Product Description are accurate, errors may sometimes occur. If we discover an error in the price of a Product You have ordered, we will be unable to accept Your Order and shall contact You as soon as possible in order to give the option of either reconfirming Your Order at the correct price or cancelling Your Order. If we are unable to contact You, we will treat Your Order in respect of the incorrectly priced Product as cancelled and we will not process Your Order and refund to You the relevant part of the Order.

4.6 Where You have requested delivery of Your Order to the UK or to an EU country, the total cost of Your Order will include UK VAT. Where You have requested delivery of Your Order to a non-EU country, the total cost of Your Order will not include UK VAT. However, it will include any taxes, duties, fees, levies or other charges levied by that non-EU country, which will be added to Your Order at checkout and paid on Your behalf by Earthy Nail Polish to the relevant local customs authorities.

4.7 In respect of an Order to be delivered to any country outside of the UK, You will be the importer for the international delivery of Your Order. Before placing an Order, it is therefore Your responsibility to check that the Products You are planning to import comply with state and federal government import regulations, and that there are no local requirements or restrictions which may affect receipt of Your Order. If any customs requirements apply or charges are due, You agree to be responsible for these. We have no liability for Your failure to comply with this clause and we have no liability for any local import customs, taxes or other monies due in relation to Products sent outside of the UK.

4.8 We will make clear to You the full price of Your Order (including but not limited to local taxes, import duties and delivery charges) before You place the Order.

4.9 This clause applies if You are based outside of the UK and are placing an Order to be delivered to a country outside of the UK ("Your Home Country"). To the extent that any offer, promotion or discount is unlawful in Your Home Country, You agree not to place with Us an Order which seeks to benefit from the discount which is unlawful in Your Home Country. In the event that, in breach of this clause 4.9, You do attempt to benefit from an offer, promotion or discount which is unlawful in Your Home Country, You agree to pay to Us any financial liabilities we consequently incur.

5. Product Restrictions

5.1 There may be instances where due to restrictions (legal or otherwise) or practices in relation to a Product, we are prevented from being able to deliver it to You (for example hazardous goods). Earthy Nail Polish shall not be held liable in relation to any Product that we are unable to sell or deliver to You as a result of such restrictions.

6. Order Process

6.1 Earthy Nail Polish takes all reasonable care, in so far as possible, to keep the details of Your Order and payment secure, but in the absence of negligence on our part, we will not be liable for any loss You may suffer if a third party procures unauthorised access to any Personal Information You provide when accessing or placing an Order on the Platforms. For more information on how we keep Your Personal Information secure, please refer to our Privacy Policy.

6.2 The technical steps to place Your Order and create a contract of sale between You and Earthy Nail Polish are, as follows:

- a. You place an Order on the Platforms by pressing the 'Buy Now' button at the end of the checkout process. You will be guided through the process of placing an Order by a series of simple instructions on the Platforms.
- b. We will send You an email confirming Your Order which will detail the Product(s) (including their Product Descriptions) that You have ordered. This email does not constitute an acceptance of Your Order by us.
- c. We will send You a dispatch confirmation email once Your Order has been despatched. You that Your Order has been dispatched. Upon sending either this email, Your Order will be taken to have been accepted by Us unless We have notified You that We do not accept Your Order, or unless You have already cancelled it.
- d. Subject to Us having accepted Your Order, We will then arrange for delivery of it to You at Your nominated address on the date and time nominated by You (as far as applicable). Delivery / carriage is made by third parties on behalf of Earthy Nail Polish and all advertised times of delivery are estimated delivery times. We cannot guarantee when Your Order will be delivered and time is not of the essence.

6.3 You submit to the exclusive jurisdiction of the English courts.

6.4 Your Order will be complete and the Product(s) in Your Order will then be owned by You in the first instance of either of the below taking place:

- a. the date on which We receive payment in full for the Product(s); or
- b. the date and time of product delivery by Us to Your nominated address.

6.5 Risk of loss or damage to the Products in an Order will pass to You in the first instance of either of the below taking place:

- a. The Products come into the physical possession of You; or
- b. The Products come into the physical possession of a person identified by You to take physical possession of the Products.

6.6 We shall be entitled to supply Products ordered as part of one Order separately. This may mean that Products are dispatched separately.

6.7 There may be certain circumstances where We can supply only part of an Order. We will let You know, via the email address You provided when You placed the Order, if this is the case.

6.8 Non-acceptance of Your Order (or parts of Your Order) will be entirely at Our own discretion and may be due to any one or more of the following non-exhaustive reasons:

- a. A Product You ordered is out of stock;
- b. We are unable to obtain authorisation for Your payment;
- c. We have identified an error with a Product Description;
- d. You are not eligible to order a Product, as set out in in these Terms and Conditions;
- e. There is a system or procurement failure;
- f. You fail our customer validation checks; or
- g. There are restrictions (legal or otherwise) or practices in relation to a Product which prevent us from being able to sell or deliver it to You.

7. Payment and payment methods on the Platforms

7.1 You can currently pay in British Pounds or such other currency as we may accept from time to time.

7.2 We currently accept payment for Orders by Wix payment and Paypal, this may be subject to change in the future.

7.3 If You choose to pay for Your Order using a payment card with a currency denominated account that is different from the currency You are paying in, Your payment card will be charged in the payment currency at the foreign exchange rate applied by Your relevant payment card provider or bank at the time of processing Your Order. Your international payment card provider or bank will determine the foreign exchange rate and may add an additional processing or administration charge which You will be liable to pay. We have no liability for any such additional processing or administration charges, or for the currency exchange rate applied to Your purchase.

7.4 By placing Your Order You are making an offer to buy a Product or Products. You authorise Us to transmit information (including any updated information) or to obtain information about You from third parties from time to time and this may include

verification checks involving Your debit or credit card number or credit reports in order to authenticate Your identity; to validate Your credit card; to obtain an initial credit card authorisation; to protect You and Us from fraud; and to enable Us to arrange delivery of Your Order to Your nominated delivery address.

8. Delivery

8.1 You must provide Us with complete and accurate delivery address information. For the avoidance of doubt, this includes not only the address that Your Order is going to, but also the name of its recipient. If You provide inaccurate or incomplete delivery information, We will not be liable for the delivery of or failure to deliver Your Order. Parcels may require a signature on delivery. Please note that delivery of Your Order may take longer during sale or other busy periods, but We will try to notify You if this is the case.

8.2 Please note, if You choose to use any of our delivery partners' personalised services (including but not limited to having Your parcel delivered to a neighbour or left in a safe place), Earthy Nail Polish shall not be held liable for any items which are lost, damaged or delayed.

8.3 We will make every effort to deliver Your Order within the estimated timescales. However delays are occasionally inevitable due to unforeseen factors or events outside our control, for example (but not limited to) material shortages, travel or transportation disruption, import delays or higher than anticipated demand or for any other reasons out of Our control. Earthy Nail Polish shall not be liable for any delay or failure by us to deliver Your Order within the estimated timescales as a result of such delays.

8.4 For the full list of countries that we currently deliver to, for more information or to make an International delivery please contact Customer service via email at info@cosmeticconsulting.com who will be able to provide You with International shipping charges and if required place Your order over the telephone.

8.5 Monday to Friday Orders placed after 12pm will be processed on the next Working Day following receipt. Please note that Orders are not dispatched on weekends or bank holidays. Orders placed after 12pm on Friday, any time on Saturday or Sunday and bank holidays will be dispatched on the next Working Day. Specific delivery times cannot be guaranteed.

9. Cancellation

9.1 You have a statutory right to cancel Your contract of sale at any time up to fourteen (14) days after the day on which You receive Your Order. If You place an Order for several Products and they are delivered separately then Your fourteen (14) days will start the day after You receive the last Product in Your Order. You need to return the item(s) within fourteen (14) days after the day on which You receive Your Order in order to receive a refund. For information on refunds please see our Returns Policy (clause 10 of these Terms and Conditions).

9.2 If, for any reason, You wish to cancel Your contract of sale before Your Order has been dispatched or You have been notified that it is available for collection, then You need to let Us know. You can do so by contacting Earthy Nail Polish's Customer Services team via email at info@cosmeticconsultingcompany.com. Once We have received notification from You of Your wish to cancel Your contract, subject to any monies having been taken from You, provided the items have not been dispatched then We will refund You the original purchase price and delivery charge for Your Order within fourteen (14) days. For more information, please see our Returns Policy (clause 10 of these Terms and Conditions).

9.3 It may not always be possible to stop an Order from being dispatched or made available for collection. If You decide to cancel Your contract and Your Order has already been dispatched or You have been notified that it is ready for collection, then You need to let Us know and return the Product within fourteen (14) days from the day after You receive Your Order. You can notify us by using any one of the options identified in clause 9.2 above. Please refer to our Returns Policy for more information.

10. Returns Policy

10.1 We understand that You may change Your mind after placing an Order and so You may wish to cancel an Order even if there is no fault with the Products. If You change Your mind about an Order and wish to return all or part of it, please note that You must comply with the following conditions:

- a. Please return the Product(s) to us within fourteen (14) calendar days from the time You received the Order for a refund;
- b. Products must be returned to Us in a saleable condition within fourteen (14) days of You rejecting them;
- c. Products must be unused and in their original packaging with garment tags and any other security devices or seals still attached and intact when they are returned to us;
- d. You will have to bear the costs of returning the Order to Us unless You are returning a faulty or defective Product (please see below); and
- e. We will not collect Products from You – You will need to post to Us any Products You want to return.

10.2 You have thirty (30) calendar days to reject an Order if it is faulty or defective. The thirty (30) day time limit begins on the first day after the following have both happened:

- a. Ownership or possession (whichever is earlier) of the Product(s) within the Order has/have been transferred to You under the terms of these Terms and Conditions; and
- b. The Products have been delivered.

10.3 If You request a replacement Product after rejecting a Product within your Order on the grounds that it is faulty or defective, the thirty (30) day time window referred to above will stop for the time during which the replacement Product takes to be delivered to You (Replacement Product Period). The Replacement Product Period begins on the day that You request that the Product is replaced and ends on the day on which

You receive the replacement Product, at which point the thirty (30) day time limit continues to run. You then either have the right to reject the replacement Product within the remainder of the thirty (30) day time limit or within seven (7) calendar days, whichever is the longer period.

10.4 If You reject any Products, You must promptly return them to Us. We are unfortunately unable to collect any rejected Products from You, so will need to post them to Us. Your order confirmation will set out where to post rejected Products and will include a returns label. Rejected Products must be returned to Us in a saleable condition within thirty (30) days of You rejecting them. Products must be unused and in their original packaging with garment tags and any other security devices or seals still attached and intact when they are returned to us. We reserve the right to consider the condition of any Product that You wish to return and make any deductions if there are indications that the Product, its tags, security devices or seals have been used, removed, broken or tampered with.

10.5 Please note that Your right to cancel an Order or return a Product does not apply to certain types of Products. The following list provides a non-exhaustive list of the types of Products You cannot cancel or return:

- a. Products which are bespoke, have been made to measure, altered, or personalised to Your specification;
- b. Unsealed beauty items including toiletries and cosmetics which have been opened, tested or partially used; and
- c. Polishes when delivered outside the UK, which cannot be returned due to restrictions on delivering hazardous products.

How to return an item

Process and payment for returning a UK Order by post

10.6 We will reimburse You for the reasonable costs of returning Products that You have rejected. If You are returning Products after You have changed Your mind and there is no defect in the Products, You will need to pay for the costs of returning the Products to Us. You If You wish to return Your order then please follow the steps below:

- a. Take the delivery note that accompanied Your Order and fill in the relevant sections to indicate which Product(s) You wish to return.
- b. Having completed the delivery note, please be sure to include it in Your returns package along with the relevant Product(s).
- c. Please ensure you obtain proof of postage when you return the goods to us. You should retain your proof of postage in order to provide proof to us that you have returned the products in the unlikely event that we do not receive the returned parcel. We recommend you ship via a traceable service to ensure successful delivery. You must make sure that any Products returned to Us are adequately packaged.

Process and payment for returning an EU Order (other than a UK Order) by post.

10.7 It is Your responsibility to pay for the cost of returning any Order delivered to You within the EU. If You wish to return Your Order, then please follow the steps below:

- a. Contact our Customer Service Team via email at info@cosmeticconsultingcompany.com. Take the delivery note that accompanied Your Order and fill in the relevant sections to indicate which Product(s) You wish to return. Please be sure to indicate the quantity of a particular Product that You are returning to us as well as the reason for Your return. Please select one of the appropriate "return codes" (as described on the delivery note) to indicate the reason for Your return.
- b. Having completed the delivery note, please be sure to include it in Your returns package along with the relevant Product(s). You must make sure that any Products returned to Us are adequately packaged.

11. Refunds policy

Refunds on UK and EU Orders

11.1 If You changed Your mind and cancel Your Order under these Terms and Conditions, we will, within fourteen (14) days of Us receiving Your Order back by post, or receiving proof from You that Your Order was returned to Us, refund You the original purchase price for Your Order, provided that You return the Product(s) to us in a saleable condition.

11.2 Refunds will be issued back to You as follows:

- a. If You paid for Your Order using Wix or Your PayPal, You will need to return Your Order by post Your refund will be processed back to Your PayPal or payment account once We receive and process the Order. This will usually appear in Your account within ten (10) working days once the order has been processed and depending on Your card issuer.

11.3 In order to arrange for a refund of an original delivery charge (as outlined above), please contact our Customer Services Team at info@cosmeticconsultingcompany.com.

Refunds on a Non-EU Order

11.4 If You changed Your mind and cancel Your Order under clause 11.1 of these Terms and Conditions, and if You placed Your Order online and paid for it to be delivered to a Non-EU country, then within fourteen (14) days of receiving Your Order back by post we will refund You the original purchase price for Your Order, provided that You return the Product(s) to us in a saleable condition. Please note that we will not refund the original delivery charge or any applicable local customs duties charged to You at checkout and paid to Your local customs authority. Certain countries permit refunds of customs duties paid on Products You subsequently return. However, You will need to apply to Your local authority to process that.

Promotional discounts and refunds

11.5 If a promotional discount was applied to Your Order originally, then the same discount will be applied to each Product of Your Order that You return. This means that You will only be refunded the amount that You originally paid for Your Order or any given Product. Further, any free promotional gift given with an Order must also be returned if You are returning the Product(s) to which the gift related. When returning discounted products online, Our usual returns policy (as set out in these Terms and Conditions) applies to allow You time for returning the products.

12. Liability and Indemnity

12.1 If the fulfilment of an Order (or any aspect of it) would be illegal or unlawful, including by reason of breach of export controls or sanctions rules, or You fail any of our fraud detection or anti money laundering detection checks, Earthy Nail Polish has the right to stop or cease to fulfil the Order (or part thereof) at any time and shall incur no liability in such circumstances.

12.2 You have certain rights as a customer, including legal rights relating to faulty or mis-described goods. For further information about Your legal rights in the United Kingdom, contact Your local authority Trading Standards Department or Citizen's Advice Bureau. Nothing in these Terms and Conditions will affect these legal rights and, in particular, we will perform our obligations under these Terms and Conditions with reasonable care and skill.

12.3 Any Orders delivered to You will be of satisfactory quality. However, if we deliver an Order that is not of satisfactory quality, You can:

- a. contact us for a full refund within thirty (30) days of delivery; or
- b. contact us for a repair or replacement.

12.4 We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms and Conditions for any direct, special, incidental, indirect or consequential damages including loss of profit, loss of opportunity or any losses related to any business including (without limitation) earnings or business interruption that result from the use of, or the inability to use, the material or Content on the Platforms, a Product, or the conduct of other Users of the Platforms, even if Earthy Nail Polish has been advised of the possibility of such damages.

12.5 You agree to fully indemnify, defend and hold harmless Earthy Nail Polish, Our agents, officers, directors, employees and suppliers, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms and Conditions by You or any other liabilities arising out of Your use of the Platforms, or the use by any other person accessing the Platforms using Your Earthy Nail Polish Account and/or Your Personal Information.

12.6 Nothing in these Terms and Conditions shall exclude or limit Our liability for death or personal injury resulting from our negligence or that of Our agents or employees.

12.7 We are not liable for business losses, as We only supply the Products for domestic and private use. If You use the Products for any commercial, business or resale purpose We will have no liability for any loss of profit, loss of business, business interruption or loss of business opportunity.

12.8 Subject to the other provisions of these Terms and Conditions, the extent of Our liability is limited to the aggregate value of the Products contained in Your Order.

13. General

13.1 We may change these Terms and Conditions at any time.

13.2 If any clause of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that clause shall be deemed severable from the Terms and Conditions and shall not affect the validity and enforceability of the remainder of these Terms and Conditions which shall continue to have full force and effect.

13.3 We will not be responsible to You for any delay or failure to comply with Our obligations under these Terms and Conditions if the delay or failure arises from any cause beyond Our control.

13.4 If You breach these Terms and Conditions and We take no action We will still be entitled to use Our rights and remedies in other situations where You are in breach. No failure by Us to act shall be construed as a waiver of any proceeding or succeeding breach of any clause of these Terms and Conditions.

13.5 The Platforms 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 Platforms and any transactions conducted on or through the Platforms.

13.6 These Terms and Conditions are governed by English law and are subject to the exclusive jurisdiction of the English courts. You agree that You may only bring proceedings against Us in the Courts of England and Wales.

13.7 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from these Terms Conditions such that no third party may claim any rights under these Terms and Conditions.

13.8 Dispute Resolution (EU resident customers only). The European Online Dispute Resolution platform www.ec.europa.eu/consumers/odr/ provides information about alternative dispute resolution which may be of interest if there is a dispute we cannot resolve between us. For more information please contact Customer Service.

13.9 Applicable laws require that some of the information or communications We send to You should be in writing. When using the Platforms, You accept that communication with Us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on the Platforms. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts,

notices, information and other communications that we provide to You electronically comply with any legal requirement that such communications be in writing.

13.10 These Terms and Conditions govern our relationship with You and supersede any and all preceding and contemporaneous agreements between You and Earthy Nail Polish. Any waiver of any provision of the Terms and Conditions will only be effective if in writing and signed by a Director of Earthy Nail Polish. You confirm that, in agreeing to accept the Terms and Conditions, You have not relied on any representation save insofar as the same has expressly been made a clause of these Terms and Conditions and You agree that You shall have no remedy in respect of any representation. Your statutory rights are not affected by these Terms and Conditions.

13.11 Even if We delay in enforcing any aspect of these Terms and Conditions, We can still enforce it later. Any delay on Our part will not mean that we have waived Our rights against You.

13.12 We may transfer Our rights and obligations under these Terms and Conditions to another organisation.

14. Comments and Complaints Procedure

14.1 Please contact us if You have any comments or complaints by contacting our Customer Services team info@cosmeticconsultingcompany.com. We will always endeavour to resolve any dispute as swiftly as possible.

15. Our details

15.1 Earthy Nail Polish Limited is registered in England and Wales with company number 12368308. Its registered office is 26 B69 1NY UK.

16. Data Protection

16.1 We take the protection of Your Personal Information very seriously and we know that it is important for You to understand what Personal Information we collect and how we use it. If You would like to find out more about how we collect, process and use Your Personal Information, You can do so by reading our Privacy Policy which You can view on our website. If You have any questions or comments about how we use Your Personal Information, You can contact us – our details are set out in the Privacy Policy.