

TERMS OF SERVICE

1 • In General

Access to and use of this Website and the products and services available through this Website (collectively, the “Services”) are subject to the following terms, conditions and notices (the “Terms of Service”). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

This Website also contains links to other websites (the “Linked Sites”), which are not operated by DISCO NOIR Limited (“DISCO NOIR”). DISCO NOIR has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

Please read the Terms of Service and check back often. If you do not agree to any change to the Terms of Service, then you must immediately stop using the Site.

2 • Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at [Privacy Policy](#) found below. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

3 • Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offence under the Computer Misuse Act 1990. DISCO NOIR will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

You use this Site at your sole risk. You agree that you will be personally responsible for your use of this Site and for all of your communication and activity on this Site. We reserve the right to deny you access to this Site, or any part of this Site, at any time without notice. If we determine, in our sole discretion, that you engaged in prohibited activities, were not respectful of other users, or otherwise violated the TERMS OF SERVICE, we may deny you access to this Site on a temporary or permanent basis and any decision to do so is final.

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 this Website or to your downloading of any material posted on any website linked to it.

4 Intellectual Property, Software and Content

The intellectual property rights in all software and content made available to you on or through this Website remains the property of DISCO NOIR and are protected by copyright laws and treaties around the world. All such rights are reserved by DISCO NOIR. You may store, print and display the content supplied solely for your own personal use or as expressly authorised by DISCO NOIR. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

You shall not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any software or accompanying documentation supplied by DISCO NOIR. DISCO NOIR™ is a trade mark belonging to DISCO NOIR and all of its creations are registered designs. No licence or consent is granted to you to use this mark or these designs in any way, and you agree not to use this mark or these designs or any marks or designs which are colourably similar without the written permission of DISCO NOIR.

5 • Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law DISCO NOIR and its suppliers, hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect DISCO NOIR's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

6 • Linking to this Website

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, but 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 from any website that is not owned by you.

This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

7 • Indemnity

You agree to indemnify, defend and hold harmless DISCO NOIR, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you hereunder.

8 • Our Relationship

You acknowledge and agree that no joint venture, partnership, employment, or agency relationship exists between you and DISCO NOIR as a result of the Terms of Service or your use of this Site. You agree that you may not and will not hold yourself out as a representative, agent, or employee of DISCO NOIR, and we shall not be liable for any representation, act, or omission on your part.

9 • Variation

DISCO NOIR shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

10 • Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

11 • Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments by contacting us at claire@disconoir.com.

12 • Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

13 • Governing Law and Jurisdiction

These Terms of Service are to be construed in accordance with the laws of England and in the event of any dispute or claim associated with these Terms of Service, that dispute or claim shall be subject to the exclusive jurisdiction of the English courts.

14 Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and DISCO NOIR. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of DISCO NOIR.

• Your Privacy •

DISCO NOIR Limited (“DISCO NOIR”) is totally committed to protecting the privacy of our site visitors. The DISCO NOIR team members are visitors themselves of other Internet sites and fully appreciate and respect the importance of privacy on the Internet. We will not disclose information about our visitors to third parties except where it is part of providing a service to you - e.g. arranging for a product to be sent to you, carrying out credit and other security checks and for the purposes of customer research and profiling or where we have your express permission to do so.

The following information is provided by DISCO NOIR to enable our online visitors to be fully informed of our Privacy Policies. By visiting DISCONOIR.COM, you are accepting and consenting to the practices described in this Privacy Policy and the Terms of Service.

• Your Consent •

We will not sell your name or e-mail address to any third party without your permission.

Communication & Marketing

You may wish to subscribe to our newsletter. If you do not wish to continue to receive marketing from us and/or selected third parties you should email Claire@disconoir.com with “unsubscribe” written in the email header.

• Site Statistics •

We may disclose aggregate, anonymised statistics about the number of visitors to this Website or number of purchases made as required by our investors. We use an independent measurement and research company to gather data regarding the visitors to this Website on our behalf using cookies and code which is embedded in the site. Both the cookies and the embedded code provide statistical information about visits to pages on the site, the duration of individual page view, paths taken by visitors through the site, data on visitors’ screen settings and other general information. DISCO NOIR uses and stores this type of information, as with that obtained from other cookies used on the site, to help it improve the services to its users. Further information regarding the way in which this information is obtained and used can be obtained by contacting us at claire@disconoir.com.

• Third party sites •

Our site may contain links to and from the websites of third parties. If you follow a link to any of these websites, please note that they have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies

before you submit any personal data to these websites.

• **Contacting us** •

DISCO NOIR Limited (at the address below) is the data controller for the purpose of the Data Protection Act 1998 (the Act).

We are always pleased to hear from our visitors (even if it is a complaint!). We are always grateful for any time you spend providing us with the knowledge we need to ensure our visitors are completely satisfied - we want you to return to the site and to recommend us to your friends and family. If you have any questions or feedback about this statement, or if you would like us to stop processing your information, please do not hesitate to contact a customer service member of the DISCO NOIR team, who will be delighted to answer any questions you may have.

You can either contact claire@disconoir.com

Or, write to us at:

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