## **TEYES EYE SKINCARE & COSMETICS**

## **TERMS & CONDITIONS OF PURCHASE AND REFUND POLICY**

## Introduction/ Who we are

Welcome to Teyes Eye's Terms and Condition of Use Policy. Thank you for choosing Teyes Eye Skincare & Cosmetics. We value and appreciate your business.

This document is intended to provide with the terms and conditions that constitute our dealings and relationship with you as do business with us.

Teyes Eye Skincare & Cosmetics and Teyes Eye Ltd and all subsidiaries or affiliated brands (hereinafter referred to as "Teyes Eye", "We", "Us" or "Our") stand behind all of our products and services and your satisfaction is very important to us. All purchases made from us (including all related website properties and social media links, sales over the phone, in person, and on-site purchases) are covered by the following policies.

If you have any questions about this policy, please contact our Customer Care Team using the details set out below.

### **Contact details**

Our full details are: Full name of legal entity: Teyes Eye Ltd Email address: <u>hello@teyeseye.com</u> Postal address: Teyes Eye, 208a Picton Road L15 4LL Liverpool, United Kingdom Telephone number: +44 (0) 7539216072

## General

Offers/Coupons cannot be used in conjunction with each other unless otherwise stated. Coupons are only valid during the advertised promotion period. Prices are subject to change without notice. Gift Cards and intimate/ personal care products are non-refundable.

**Privacy Policy.** Please review our Privacy Policy, which also governs your visit to our website and any purchases made on our website.

**Cookies Policy.** Please review our Cookies Policy, which also governs your visit to our website and any purchases made on our website.

**Refund & Shipping Policies.** Please review our Refund & Shipping Policies separately, which govern any purchases and transaction made on our website

## Physical Products & Brand Items.

If you are not completely satisfied with any other purchases not from our 3rd party fulfillment center, please, read our refund policy to see if the product is eligible for return by post, before returning the physical product in NEW condition and original packaging, along with proof of purchase, within 14days and you will receive a full refund - if applicable (less shipping and handling fees). You can contact our Customer Service Department at 07539216072 during the hours of 10 AM – 4PM GMT Monday through Friday or reach us via email at <u>hello@teyeseye.com</u> for refund procedures or if you do not know if your product is from our 3rd party fulfillment center. Please be advised that shipping costs to and from the fulfillment center or us are not reimbursed.

Teyes Eye will also provide branded items and apparels on its website, most of which are fulfilled by 3rd party suppliers so we cannot refund or exchange the item if you ordered the wrong size, colour, have buyer's remorse, provide your address incorrectly, or have an unclaimed shipment returned to our 3rd party fulfillment center. Shipments that go unclaimed and are returned will be liable for the cost of a reshipment. If any address is considered insufficient by the courier and is returned, you

will be liable for reshipment costs once we have confirmed an updated address with you. Any claims for misprinted/ damaged/ defective items/packages lost in transit must be submitted directly to our customer service department within 14 days. You can contact our Customer Service Department at 07539216072 during the hours of 10 AM – 4PM GMT Monday through Friday or reach us via email at <u>hello@teyeseye.com</u>

## **Digital Download Products & Training Access**

There is no refund at all on any digital products. You will receive access to the digital product for the amount of time that was stated on the product description you purchased. If you have any problems accessing the digital content you have purchased please contact our Customer Service Department at 07539216072 during the hours of 10 AM – 4PM GMT Monday through Friday or reach us via email at <u>hello@teyeseye.com</u>, so we can resolve the issue. Purchase of training, personal development, and coaching programs does not grant rights to the buyer to share, reproduce or resell the product in any way.

If you have subscribed to any of our products the individual month-to-month Training Access program, to cancel your subscription please visit our website and select "Individual Account" and follow the prompts. Please be advised, that the cancellation of the monthly/ quarterly subscription is effective in the month or quarter in which you have cancelled. There are no refunds regardless of usage of the product.

All digital and downloadable product sales are final. We do not offer digital product refunds, once a download/digital access has been assigned to you there is nothing we can retrieve back.

Please be advised that any and all agreements for downloadable/digital products, Teyes Eye or affilates on Demand digital products are NOT subject to cancellation, refund or store credit. We do not accept any verbal modifications of these Agreements and the "no refund and no cancellation" policy stated in the Agreements is strictly adhered to. AFTER the full term of the agreement has expired, you may request to cancel the automatic renewal of the Agreement or your Agreement will be converted into a month-to-month Agreement. Any cancellations submitted prior to the full term of the agreement will only cancel the auto renewal and your monthly invoices will still be due and owing until the full value of the agreement has been paid in full. **ALL BUILD OUT FEES AND SET UP FEES ARE NON REFUNDABLE AS THEY ARE SERVICES RENDERED TO CREATE YOUR ACCOUNT.** Agreements with a 90 day opt out clause do not include a refund on the initial investment. There is NO refund on digital products or build-out fees. By signing the Agreement, you agree to all Terms of Use and this Terms of Purchase and Refund Policy. including that you agree to not do a charge back for any services rendered, or for digital products that have been delivered. You also agree and acknowledge that you are paying in monthly installments on your total contract value as a payment plan, not a recurring subscription fee.

Cancelling or removing the credit card on file does not cancel your subscription and violates the terms of the agreement. If at anytime you have delinquent invoices past 90 days, or the account is paid delinquently for three consecutive payments, your account will be suspended, and you will still be liable for the full contract value through the term of the agreement.

If you have any problems accessing the digital content you have purchased please contact our Customer Support Department immediately at 07539216072 during the hours of 10 AM – 4PM GMT Monday through Friday or reach us via email at <u>hello@teyeseye.com</u>, so we can resolve the issue. Digital product purchases do not grant rights to the buyer to share, reproduce or resell the product in any way.

# **Gift Certificates and Coupon Codes**

If you have received a coupon code for free merchandise or a gift certificate for merchandise from the Company or any of its affiliates, the coupon code or gift certificate is only good for a single use and up to the value on the code or card. Any physical items purchased are in accordance with the refund policy and digital products are non refundable and not eligible for exchange or store credit. Gift Certificates are non refundable.

### Third-party links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy notice of every website you visit.

### Testimonies & Live Events

Please be advised, that by submitting any videos, photographs or testimonies to us via any of our platforms or in person, you irrevocably grant permission to Teyes Eye Ltd, and all affiliated companies, to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. My actual testimony will not be edited. I acknowledge that there will be no compensation for my testimonial. I understand and agree that all photos and videos will become the property of Teyes Eye Ltd and all affiliated companies and will not be returned.

I hereby hold harmless, release, and forever discharge Teyes Eye Ltd and all affiliated companies from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. If my testimony is cut or not used, I agree that this was at the artistic discretion of Teyes Eye Ltd and all affiliated companies and or its affiliates and that I will not take legal action. I also agree that any claims will be Arbitrated and that jurisdiction for any/ all claims is Liverpool, United Kingdom.

I hereby RELEASE, WAIVE and FOREVER DISCHARGE any and all claims arising out of, or in connection with, such use by Teyes Eye Ltd, and all affiliated companies, including without limitation any and all claims for libel or invasion or privacy. I have read the above Release and I am fully familiar with the contents thereof. This Release contains the entire agreement between the parties hereto and supersedes any other Agreement that may exist.

#### Publicity Release; Information Sharing

You agree that the event for which you purchase tickets or have free entry is a public event, that your appearance and actions inside and outside the venue or online where the event occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the event. You grant permission to us, the Event Provider(s), our partners, licensees and assigns, including but not limited to our brand and media partners, to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after play or performance) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

By attending any Live Event, you hereby irrevocably grant to Teyes Eye, affiliates, designees, successors, assigns and licensees, the right to film and otherwise record you and use your name, image and likeness in any and all media for any purpose, including, without limitation, advertising and promotional purposes as well as in, on or in connection with future Teyes Eye events and/or other events produced by Latoya Likambi, Likambi Global Publishing, and / or Dr Sylvia Forchap-Likambi or any of their affiliates and hereby release Latoya Likambi, Likambi Global Publishing, and Dr Sylvia Forchap-Likambi and each of the respective designees, successors, assigns, licensees and affiliates from any liability with respect thereto. Additionally, there will be still photographs and video segments taken throughout the event by Teyes Eye and any other third-party participant, such as speakers and sponsors. Therefore, the purchase of or registration at any live event / ticket is made with the understanding that it also contains a WAIVER AND RELEASE, and that you agree to the following:

I irrevocably grant permission to Teyes Eye Ltd and all affiliated companies, to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. My actual testimony will not be edited. I acknowledge that there will be no compensation for my testimonial. I understand and agree that all photos and videos will become the property of TEYES Eye Ltd and all affiliated companies and will not be returned.

I hereby hold harmless, release, and forever discharge Teyes Eye Ltd and all affiliated companies from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. If my testimony is cut or not used, I agree that this was at the artistic discretion of Teyes Eye Ltd and all affiliated companies and or its affiliates and that I will not take legal action. I also agree that any claims will be Arbitrated and that jurisdiction for any/ all claims is Liverpool, United Kingdom.

I hereby RELEASE, WAIVE and FOREVER DISCHARGE any and all claims arising out of, or in connection with, such use by Teyes Eye Ltd, and all affiliated companies, including without limitation any and all claims for libel or invasion or privacy. I have

read the above Release and I am fully familiar with the contents thereof. This Release contains the entire agreement between the parties hereto and supersedes any other Agreement that may exist.

# Account Status

If your account is in arrears or not in good standing for any reason, then any special offers, flash sales, deals, bonuses, gifts with purchase, coupons, discounts and incentives are not available for use.

# OFFERS, DEALS, PROMOTIONS, BONUS ITEMS AND GIFTS WITH PURCHASE FROM AFFILATES, SPONSORS OR CO-VENTURERS

From time-to-time, Teyes Eye Group may host, co-host or co-venture with an affiliate, business associate or sponsor at an event or for a special promotion. As such, some of the items or deals may not be purchased from Grant Teyes Eye. If you purchased an item from an affiliate, business associate or sponsor you are subject to the terms of their purchase and we are not able to provide any exchanges or refunds. Please contact the affiliate, business associate or sponsor on your receipt from your purchase for their policy and instructions.

Any item purchased from an affiliate that is to be fulfilled by an affiliate will require the purchaser to communicate with the affiliate regarding any customer service or technical issues. We cannot guarantee or provide a refund or credit on items we do not fulfill.

Any item purchased from an affiliate that is to be fulfilled by an affiliate will require the purchaser to communicate with the affiliate regarding any customer service or technical issues. We cannot guarantee or provide a refund or credit on items we do not fulfill.

By purchasing any item, product or event from this website, you acknowledge and agree to be bound by the terms and conditions set forth in this Policy as well as the Terms of Use and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

Be sure to return to this Policy periodically to review the most current version of the Policy. We reserve the right at any time, at our sole discretion, to change or otherwise modify this Policy without prior notice; however, the date of any effective changes shall be reflected at the bottom of this page and upon request we will provide you with information regarding any changes made. This policy was last updated on December 6th, 2020.