

Terms and Conditions of Use

1. GENERAL

These **General Terms and Conditions of Use** ("Terms") are entered into by and between you and Groor Online Limited, a United Kingdom Limited Company ("MAZUMAH"). In consideration of your use of and access to this Internet site (the "MAZUMAH.NET Site"), and the promises and obligations herein, and intending to be legally bound, you and MAZUMAH hereby agree as follows:

Your access to and use of the MAZUMAH Site is subject to these Terms, as well as any modifications issued by MAZUMAH to these Terms, and all applicable laws and regulations. **BY USING THE MAZUMAH.NET SITE, YOU AGREE TO AND WILL BE DEEMED TO BE BOUND BY THESE TERMS.** If you do not want to be bound by these Terms, do not use the MAZUMAH.NET Site.

Among other things, the MAZUMAH.NET Site provides information concerning various products and services and the opportunity to obtain additional information concerning those products and services or to purchase them. These Terms and the information provided in the MAZUMAH.NET Site in no way override the terms and conditions of your membership with MAZUMAH or your purchase of any product or service except as specifically provided herein. To the extent any area within the MAZUMAH.NET Site contains specific terms and conditions concerning its use ("Specific Terms"), those Specific Terms are in addition to these Terms. To the extent there is a direct conflict between these Terms and the Specific Terms, the Specific Terms shall prevail. To the extent that these terms are in addition to, but not in conflict with, the Specific Terms, the additional terms shall also apply.

2. CHANGES IN TERMS

MAZUMAH shall have the right at any time and without prior notice, at its sole discretion, to revise these Terms or to impose new terms and conditions with respect to access to or use of the MAZUMAH.NET Site. Such revisions and additions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to posting the revised or additional terms and conditions on the MAZUMAH.NET Site. You are responsible for reviewing the MAZUMAH.NET Site periodically for any modification to this Agreement that may affect your rights or obligations hereunder. You agree that you shall be deemed to be apprised of and bound by any modification by MAZUMAH to these Terms. **ANY ACCESS OR USE OF THE MAZUMAH.NET SITE BY YOU AFTER NOTICE OF REVISIONS OR ADDITIONS TO THESE TERMS SHALL CONSTITUTE AND BE DEEMED TO BE YOUR AGREEMENT TO SUCH REVISIONS OR ADDITIONS.** No modification to these Terms by any party other than MAZUMAH shall be valid or enforceable against MAZUMAH unless expressly agreed to by MAZUMAH in writing signed by a duly authorized officer of MAZUMAH.

3. TERMINATION

These Terms are effective until terminated by MAZUMAH. MAZUMAH may terminate these Terms without notice and at any time. In the event of termination, the restrictions imposed on you with respect to the Content, and the disclaimers, indemnities, and limitations of liabilities set forth in these Terms shall survive termination.

MAZUMAH shall also have the right without notice and at any time to terminate the MAZUMAH.NET Site or any portion thereof, or any products or services offered through the MAZUMAH.NET Site, or to terminate any individual's right to access or use the MAZUMAH.NET Site or any portion thereof.

Shopping Club privileges will be terminated in the event that any monthly repayment is delinquent. See member terms and conditions for details and information on reinstatement of shopping privileges.

4. COMPLIANCE WITH LAWS

You agree to comply with all applicable laws, statutes, ordinances and regulations regarding your use of the MAZUMAH.NET Site and your purchase of the items on the MAZUMAH.NET Site. You must be at least 18 years old to use the MAZUMAH.NET Site.

5. CONTENT

The text, images, photographs, graphics, logos, illustrations, descriptions, data, and other material provided on the MAZUMAH.NET Site, as well as the selection, assembly and arrangement thereof, are referred to collectively as the "Content."

The Content may contain errors, omissions, or typographical errors or may be out of date. MAZUMAH may change, delete, or update any Content at any time and without prior notice. The Content is provided for informational purposes only and is not binding on MAZUMAH in any way except to the extent it is specifically indicated to be so.

Unless otherwise noted, all Content is protected by copyrights, trademarks, service marks, and other proprietary rights that are owned by MAZUMAH or by third parties that have licensed their use to MAZUMAH. You may view and use the Content only for your personal information and for shopping and ordering on the MAZUMAH.NET Site, and for no other purpose, and you shall retain intact all copyright and other proprietary notices. Except as provided in the foregoing, MAZUMAH does not grant to you or any person any right to use, reproduce, copy, modify, transmit, display, publish, sell, license, create derivative works, publicly perform, or distribute by any means, method, or process whatsoever, now known or hereafter developed, any of the Content on or transmitted through the MAZUMAH.NET Site, including without limitation by transferring, downloading or otherwise copying any Content onto any disk drive or other storage medium. Any use of the Content, except as specifically permitted in these Terms or as otherwise expressly permitted in the Content or in writing signed by MAZUMAH, is strictly prohibited.

6. LINKS TO THIRD PARTY SITES

Links to other Internet sites operated by third parties, including MAZUMAH vendors do not constitute sponsorship, endorsement, or approval by MAZUMAH of the content, policies, or practices of such linked sites. Linked sites are not operated, controlled, or maintained by MAZUMAH, and MAZUMAH is not responsible for the availability, content, security, policies, or practices of linked sites, including without limitation privacy policies and practices. Links to other sites are provided for your convenience only, and you access them at your own risk.

7. PRICES; ORDERS; SHIPPING; PROCESSING

All prices displayed on the MAZUMAH.NET Site are quoted in £ sterling. MAZUMAH may restrict delivery to addresses within the United Kingdom and may restrict customers to use of bank accounts located within the United Kingdom. MAZUMAH will add shipping and processing fees and VAT where applicable. Any relevant shipping and processing charges are intended to compensate MAZUMAH all costs of processing your order, preparing and packaging the products you have purchased, and delivering them to you outside of any free next day shipping offer. MAZUMAH reserves the right without prior notice to discontinue or change specifications and prices on products and services offered on the MAZUMAH.NET Site without incurring any obligation to you. Products displayed on this site are available while supplies last. Descriptions of, or references to, products or services on the MAZUMAH.NET Site do not imply endorsement of that product or service, or constitute a warranty, by MAZUMAH.

The receipt by you of an order confirmation does not constitute MAZUMAH acceptance of an order. Prior to MAZUMAH acceptance of an order, verification of information may be required. MAZUMAH reserves the right at any time after receipt of your order to accept or decline your order, or any portion thereof, even after your receipt of an order confirmation from MAZUMAH, for any reason. MAZUMAH reserves the right to limit the order quantity on any item and to refuse service to any customer without prior notification. MAZUMAH may choose not to accept or process orders from customers who are delinquent in any payment obligation to MAZUMAH, including but not limited to membership fee, NSF fees, late fees, or in the payment of their account balances. MAZUMAH customers will be required at the time of placing an order for merchandise to pay 50% of the merchandise portion of the order, plus shipping (outside of any applicable free next day shipping offer) and any applicable processing fees and VAT. A processing fee of £1.99 may be charged at the time of order.

In the event that a product or service is listed at an incorrect price due to supplier pricing information or typographical error, MAZUMAH shall have the right to refuse or cancel orders placed for the product listed at the incorrect price, regardless of whether the order has been confirmed and payment has been received from you. If payment has already been received for the purchase and your order is properly canceled, MAZUMAH shall promptly issue a credit to your account or a refund in the amount of the incorrect price.

MAZUMAH will deliver your merchandise to the address that you provide at the time of placing your order. You are responsible for providing accurate and complete information in placing orders, including the address for delivery of merchandise ordered. If you move, it is your responsibility to update MAZUMAH with your new address. If the product is delivered to the address you provided at the time of the order placement, MAZUMAH will not be liable for claims of non-receipt of merchandise. The merchandise will be deemed to have been received upon our receipt of confirmation from the shipper. Full receipt of an order placed may take up to 2 working for delivery. Delivery is dependant when the order was placed, orders are shipped, Monday through Friday, a Saturday order would be sent on the Monday delivered the next day (Tuesday).

DELIVERY

1. Some postal addresses in Northern Ireland, some offshore islands and some remote areas of Great Britain may not be covered by our delivery services and we may not be able to arrange delivery of some items to such addresses. You will be notified of this when you place your order.
2. Whilst we make every effort to deliver goods on the day we specify, we cannot guarantee delivery on that day or accept liability for deliveries made outside this timescale. We cannot accept liability for out of pocket expenses or other costs incurred due to failed or delayed deliveries.
3. All items are subject to stock availability.
4. When we deliver your items to you, you may be asked to sign for the goods to acknowledge that you have received them.
5. Please note that if you wish to return goods, you have 14 days from receipt of the goods to return them to us. But they must be returned with a shelf life of more than 3 weeks, and be in a sellable state and be completely unopened and unconsumed. We do not accept returns on fresh or perishable items.
6. If an item is faulty or damaged please contact us and we will arrange an appropriate remedy.

8. ADMINISTRATIVE FEES (All Non-Refundable) – (Depending on the payment method, a converted Euro equivalent will be used)

Failure by you to provide a forwarding address to us - £20

New Account Fee - £34.95 (Promotion Price) - £69.95 (£79.27) Regular

Copy statement - £5

Immediate credit file update - £5

Letter confirming clearance of your debt - £10

Late Fee - £15 applied day after due date, and each 14 days thereafter (Max £45)

Court Referral Fee - £25 + 8% interest on outstanding balance

9. PRIVACY POLICY

Please make sure that you have read and understood our Privacy Policy, which explains how we safeguard any data which you provide to us in order for us to fulfill your online order.

10. ORDER ACCEPTANCE

Your order will be accepted by us, and a contract will then be formed between us, when we dispatch the goods to you.

11. METHOD OF PAYMENT

All payments on account will be made by debit card or credit card pursuant to the automatic payment system. I authorise MAZUMAH to debit my bank account or charge my credit card or debit card for the amount of my account balance, each month.

12. DISCLAIMER AND LIMITATION OF LIABILITY AS TO THE MAZUMAH.NET SITE

MAZUMAH MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO THE MAZUMAH.NET SITE OR ANY LINKED SITE OR ITS CONTENT, INCLUDING THE AVAILABILITY OF ANY SITE OR THE CONTENT, INFORMATION AND MATERIALS ON IT OR THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THAT CONTENT, INFORMATION AND MATERIALS. MAZUMAH ALSO DOES NOT WARRANT OR REPRESENT THAT YOUR ACCESS TO OR USE OF THE MAZUMAH.NET SITE OR ANY LINKED SITE WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE MAZUMAH.NET SITE OR ANY LINKED SITE IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, ALL CONTENT PROVIDED ON THE MAZUMAH.NET SITE IS PROVIDED TO USERS "AS IS," WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. THE "AS IS" CONDITION OF CONTENT IS EXPRESSLY MADE A CONDITION OF ANY TRANSACTION ARISING THROUGH OR AS A RESULT OF THE MAZUMAH.NET SITE. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

13. DISCLAIMER AND LIMITATION OF LIABILITY AS TO PRODUCTS AND SERVICES

ALL PRODUCTS AND SERVICES SOLD BY MAZUMAH ARE SUBJECT TO ANY APPLICABLE WARRANTIES AND REPRESENTATIONS OF THEIR RESPECTIVE MANUFACTURERS. ACCORDINGLY, MAZUMAH MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY PRODUCT OR SERVICE SOLD. EXCEPT AS EXPRESSLY STATED HEREIN, MAZUMAH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO PRODUCTS AND SERVICES SOLD ON THE MAZUMAH.NET SITE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

14. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless MAZUMAH, MAZUMAH vendors, and their affiliates and related entities and their respective directors, officers, employees, and agents from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable solicitors fees and court costs), arising out of or relating to your breach of these Terms or your access to or use of the MAZUMAH.NET Site. The foregoing indemnification obligation shall survive termination of these Terms and the MAZUMAH.NET Site and any product or service provided to you arising out of or relating to your use of the MAZUMAH.NET Site.

15. SUBMISSIONS

Except as otherwise expressly provided herein or in the MAZUMAH PRIVACY STATEMENT posted on the MAZUMAH.NET Site, any communication or material you transmit to the MAZUMAH.NET Site by electronic mail or otherwise, including any questions, comments, suggestions, or the like, is and will be treated as non-confidential and non-proprietary and may be used by MAZUMAH, MAZUMAH vendors, or their affiliates or related entities for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, MAZUMAH, MAZUMAH vendors, and their affiliates and related entities are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the MAZUMAH.NET Site for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products or services using information contained in such communication.

16. RIGHT TO CANCEL

You have the right to cancel item purchases before the items ship without giving any reason.

The cancellation period will expire once the items are with the courier for delivery to your nominated address.

To exercise the right to cancel, you must inform us of your decision to cancel the order by a clear statement (for example, by e-mail or phone call). You may use the attached model cancellation form, but the use of the form is not obligatory.

17. EFFECTS OF CANCELLATION

If you cancel an order, we will reimburse you all payment received from you, including any cost of delivery (except for any supplementary costs arising if you chose a type of delivery other than the standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make reimbursement without undue delay and not later than-

(a) 5pm at the day of ordering

(b) If ordered after 2pm, you will have until 5pm the following working day to make your cancellation.

18. MISCELLANEOUS

These Terms constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by MAZUMAH of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any other provisions of the Terms. The headings and captions in these Terms are intended for convenience only and shall in no way affect the interpretation of the Terms.

MAZUMAH shall not be liable for any nonperformance or delay in performance caused by any act beyond its reasonable control, including but not limited to acts or omissions of third parties, unavailability of supplies, equipment failure, war, strikes, lock-outs, fire, flood, or any other Act of God, any law, regulation, ordinance, or other act or order of any court, government, or governmental agency, or delays, unavailability, errors, or other failures of the Internet or other data networks.

The information described in these terms is accurate as of May 2017. The information may be changed after that date. To find out what may have changed, write us at MAZUMAH, Apt 12242, Chynoweth House, Trevissome Park, Truro, Cornwall, TR4 8UN United Kingdom. Access to or use of the MAZUMAH.NET Site shall not be construed as MAZUMAH's purposeful availment of the privilege or benefits of doing business in any state or legal jurisdiction other than England and Wales. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflicts of law provisions. Additionally, any claims brought against MAZUMAH shall be governed by and construed in accordance with the laws of England and Wales. Sole and exclusive jurisdiction for any action or proceeding arising out of, or related to, this Agreement, use of this website, or any orders placed or products purchased on MAZUMAH.NET, shall be in the courts of England and Wales.

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