

TERMS OF SERVICE

This Terms of Service was published on November 24 2021 and last updated on December 19 2021. The PDF copy of this Policy can be downloaded [here](#).

OVERVIEW

This website is operated by Karu Limited (Hereinafter referred to as “**Karu**”), a limited liability company having its registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ, registered in England and Wales under number 13629621 trading under the website [karu.co](#), [eatkaru.com](#), and [karu.uk](#) (individually referred to as “the site” or “our website” or “our platform”)

Throughout the site, the terms “we”, “us” and “our” refer to Karu Ltd. Karu Limited offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

You can print a PDF copy of these terms [here](#).

YOUR ATTENTION IS HEREBY DRAWN TO SECTION 18

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink including but not limited to our [Privacy and Cookies Policy](#). These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of Content.

Please read these Terms of Service carefully before accessing or using our Website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this Terms of Service, then you may not access the Website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current Website also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. If you are registered on our Website, we will endeavour to give you notice of any amendment to these Terms of Service. However, this does not take away your obligation to check our Terms of Service page before transactions or use. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the e-commerce platform that allows us to sell our products and services to you.

SECTION 1 – DEFINITIONS AND INTERPRETATIONS

1.1 As used in this Terms of Service, the following words and terms shall have the meanings ascribed to them below with words in the singular deemed to include those in the plural and vice versa:

- a. Account** - means a Karu profile set up by a User to manage his/her activities on our Platform.
- b. Dispatch Notification** - is the acceptance of the offer made by your Order to us. It also informs you that the Product purchased has been dispatched.
- c. Force Majeure Event** - means the events described in Section 20.
- d. Karu**- means Karu Limited, a company registered and located in the United Kingdom, which can be contacted on our Contact Page.
- e. My Account**- A page where registered Users can view details of their activities on our Platform. These include but are not limited to purchase details, tracking information, saved items, etc.

- f. **Order** - means when you make an offer to purchase a product on our Platform. This is done by following our Order making process. Your Order is not completed till you receive an order confirmation from us.
- g. **Our Content** - includes those contents provided to Users by Us, which is related or connected to our services or activities on our Platform.
- h. **Our Platform** - Includes all avenues in which our services can be accessed and used. This includes but is not limited to <https://karu.co>, mobile applications, any of our services, etc.
- i. **Our Website or Site** - <https://karu.co> and all of our services.
- j. **Party** - means either User as defined in 1(n) or Karu as defined in 1(d).
- k. **Parties** - means both Users as defined in 1(n) and Karu as defined in 1(d)
- l. **Product** - means any item displayed or purchased on our Platform or any of our services as displayed on our website/Platform.
- m. **Terms of Service** - means this “Terms of Service” together with the terms incorporated by reference, all as may be amended, varied or supplemented from time to time by Karu in accordance with Section 21(e).
- n. **User** - any User of our Service including but not limited to registered or unregistered (artificial or natural) person using our services or Platform.
- o. **User Content** - means any content provided by the persons who fall under the category in 1(n) above.
- p. **User settings** - A page where User(s) can add or edit their personal information, view order details, change password, address and payment information, etc.
- q. **You** - means the same thing as “User” as described in 1(n)

1.2 References

Any reference to a statutory provision shall be construed as a reference to:

- a.** Any statutory modification or re-enactment thereof (whether before or after the date hereof) for the time being in force;
- b.** All statutory instruments or orders made pursuant thereto; and
- c.** Any statutory provisions of which that statutory provision is a re-enactment or modification.
- d.** Any reference to a document or this Terms of Service shall include a reference to any amendment, replacement, notation or supplement to that document or this Terms of Service but excluding any amendment replacement, notation or supplement made in breach of this Terms of Service.
- e.** Any reference to a party, (who can either be Users or Karu collectively and individually) to this Terms of Service includes a reference to that Party's successors and permitted assigns.
- f.** Paragraph headings are inserted for ease of reference and convenience and shall not be construed as forming part of this Terms of Service or used in the interpretation of any Article hereof.
- g.** Words denoting the singular shall include the plural and vice versa.
- h.** Words denoting persons shall include corporations, firms and organisations and vice versa.
- i.** Words denoting any gender shall include all genders.

SECTION 2 – PRODUCT, SERVICES AND ONLINE STORE TERMS

- a.** By using our Platform, you represent that you are at least the age of majority in your country of residence, or that you are the age of majority in your country of residence and you have given us your consent to allow any of your minor dependents to use this site.
- b.** We sell and ship our Products worldwide. However, some restrictions are placed on the extent to which we accept orders from certain countries. Please find out the restrictions applicable to your country before using our Platform. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- c.** Certain products or services may be available exclusively online through the Website. These products or services may have limited quantities and are subject to our [Return and Refund Policy](#).
- d.** We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.
- e.** We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- f.** All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or Service made on this site is void where prohibited.

- g.** We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.
- h.** Certain products or services may be available exclusively online through the Website. These products or services may have limited quantities and are subject to return or exchange only according to our [Return and Refund Policy](#).
- i.** We reserve the discretion and right to terminate, monitor, suspend, delete or ban the Account of any User on our Platform. We have no obligation to give any reason or explanation for such action. We take these actions for the benefit of our Platform.
- j.** A breach or violation of any of the Terms will result in an immediate termination of your Services

SECTION 3 – OBLIGATIONS OF USERS

We give to all our Users a limited, non-exclusive, non-transferable, and revocable license to use our Platform and services for the purchase of goods and services displayed on it. However, this right of use is subject to this Terms of Service and the following restrictions:

- a.** You agree that your Content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
- b.** You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the Website through which the Service is provided, without express written permission by us.
- c.** Users are obligated to provide accurate and complete information when using our Platform. They must also ensure that their Account is updated and accurate

at all times. Each User is responsible for his/her/their Account. The confidentiality of your Account and its activities are your sole responsibility. Any suspicion of any unauthorised use of your Account should be reported to us immediately by sending an email to hello@karu.co. We are not liable for any loss or damages from any unauthorised use of a User's Account by another person.

- d.** Users agree that we are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.
- e.** Users agree that Our Platform may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.
- f.** Each User hereby represents that they are not impersonating another person, being fraudulent, being offensive or violating another User's right. Each User also obligates that the username selected is not offensive and targeted at demeaning another User or perverse the general public.
- g.** Users can delete their Account or the use of our Platform or any of our services either through the My Account section or by sending us an email at hello@karu.co . Please note that deleting your Account does not delete your Content. We may need to keep certain Users' contents for business reasons and legal compliance purposes. Please read our [Privacy and Cookies Policy](#) for more information.
- h.** Users must refrain from carrying out criminal activities, violate any law, breach a contract or a legal duty, violate our Terms of Service and other related policies.

- i.** Users must not spam or distribute viruses or any software/program that affects the proper functioning of any equipment or the use of our Platform. Users must not engage in activities that are detrimental to our Platform or its functionality. Users shall not take actions to bypass our security measures or gain unauthorised access to our Content or any other User's Content, reverse engineer or take apart any of our services or Platform.
- j.** You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.
- k.** You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.
- l.** You must not transmit any worms or viruses or any code of a destructive nature.
- m.** Users agree that Karu is not responsible for any loss or damages arising from the failure to comply with Section 3(a) - 3(l) above. Karu may terminate, suspend or take any action against your Account for violation of any part of this Terms of Service.

SECTION 4 – ACCOUNT REGISTRATION

- a.** When you make a purchase through the Website, you must either register for a Karu account or check out as a guest. If you choose to make a purchase as a guest, you will still be required to provide certain personal information to allow us to process your Order, When you make a purchase with us through the Website, you agree: (i) that you will provide complete and accurate information about yourself; and (ii) if you have registered for an Account, to promptly

update such information as it changes to ensure that it is kept accurate and complete. You are solely responsible for the accuracy of all information that you provide to Karu, regardless of whether you register for an Account or purchase as a guest. In the event that you do not provide or update such information, or Karu has reasonable grounds to suspect that you have not provided or updated such information, Karu shall have the right, in its sole and absolute discretion, to prevent you from using the Website.

- b.** If you have registered for an Account, it is your sole and absolute responsibility to keep the password and other information provided to you by Karu confidential and secure. In the event that your password and/or Account are used without your consent or that you discover any other breach of security, you agree to promptly notify Karu at hello@karu.co. We are not responsible for your failure to comply with this section, or for any delay in shutting down your Account after you have reported a breach of security to us. You are solely responsible for any and all activities which occur under your Account.

SECTION 5 – ORDERING PRODUCTS

- a.** The acceptance of orders placed on the Website is subject to compliance with the procedure set up by Karu. This takes the form of a series of succeeding screen pages indicating the steps to be taken by customers to validate their Order. You will have the possibility, before final validation of your Order, to verify the order details and the total price, and to correct any possible errors before confirming it and expressing your acceptance. Every confirmed Order applies as a sale contract and an acceptance of all the present stipulations.
- b.** Karu is entitled to refuse any order made by a customer with whom a dispute exists in connection with the payment of a former order, as well as any order that is not compliant with these general terms of sale.
- c.** Once you have validated your Order, Karu will promptly confirm receipt by sending you an email to the address provided to us. In that aim, you formally accept the use of email by Karu to confirm the Content of your Order. For each

Product, you will also receive, upon delivery, written confirmation of the price paid and of the shipping fees applicable to you.

SECTION 6 – HOW THE ORDER CONTRACT IS FORMED BETWEEN YOU AND US

- a.** After placing an order, you will receive an email from us acknowledging that We have received your Order. This confirmation email will include all of the information provided by you, as well as the accepted price and terms of payment with an indication, as the case may be, of any possible difficulties or reservations in respect of the Order. Please note that this does not mean that your Order has been accepted. Your Order constitutes an offer to us to buy a Product. All orders are subject to availability and acceptance by us. We reserve the right to reject any order for any reason we deem fit. The order rejection notice will be communicated to you.
- b.** We will confirm acceptance of your Order by sending you an email that confirms that the Product has been dispatched (hereinafter referred to as the "Dispatch Notification"). Your Order will not be processed until payment for the Order has been received in full in the manner stipulated in Section 7.
- c.** The Contract between us ("Contract") will only be formed when We send you the Dispatch Notification.
- d.** The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Notification. We will not be obliged to supply any other Products which may have been part of your Order until the dispatch of such Products has been confirmed in a separate Dispatch Notification.
- e.** If you make a mistake with your Order, you may be able to correct any mistakes made by email prior to your Order being processed. If your Order has already been processed you will be unable to amend your Order. If your Order has already been dispatched, please return the Products to us in accordance with our [Return and Refund Policy](#).
- f.** When making an order, you warrant that all details you provide to us requesting goods or services are true and accurate, that you are an authorised user of the

credit or debit card or the payment medium/account used to make your Order. You also warrant that there are sufficient funds to cover the cost of the Products ordered. You hereby agree that it is your responsibility to inform us of any changes to these details as soon as possible.

SECTION 7 – TERMS OF PAYMENT

- a.** The prices displayed on the Website are in GBP. Prices stipulated on our Platform include VAT but exclude Shipping fees.
- b.** The total price of the Order with shipping fees is mentioned in the cart and on the order summary page.
- c.** Karu reserves the right to modify the prices at all times but the prices invoiced to You are those applicable on the date of the Order, subject to stock availability.
- d.** For all orders shipped outside the UK, You will be responsible for any import duties or taxes charged by customs and any carrier-related fees. Any additional charges will be collected from You by the shipping carrier chosen at the time of delivery.
- e.** Payment shall be made by You using the mediums and payment channels stipulated on our Platform. Our Payment medium includes credit and debit cards with Visa, Visa Debit, Mastercard and American Express. We also accept payment options which include but are not limited to Shopify Pay and PayPal. Please note that unless a payment channel is available on our Platform, they are not acceptable to us. Please note that the use of any payment medium might attract extra charges from the payment provider, this will be communicated to you before the payment medium is used. You will pay for such additional charges. Data registered and saved by Karu act as proof of Order and of all transactions done.
- f.** Payment shall not be deemed to have been made until we have received cleared funds in respect of the full amount of your Order.

- g.** You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.
- h.** Our Platform contains a large number of Products, and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices prior to acceptance so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. You agree that if a Product's correct price is higher than the price stated on our Platform, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your Order and notify you of such rejection.
- i.** You hereby also agree that We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Notification if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a miss-pricing.
- j.** There are circumstances where we offer rewards, discounts or promotion codes. Please note that discounts are subject to the provisions of Section 8.
- k.** If you become aware of fraudulent use of your payment card or information on our Platform, or if it is lost or stolen, you must notify your card provider in accordance with the applicable reporting rules.

SECTION 8 – DISCOUNTS

- a.** From time to time, we may offer consumers “discount codes”, “promotional codes”, “promo codes”, or “offer codes” through a variety of promotional activities and communications (collectively referred to herein as “offer codes”) that are redeemable towards a purchase on the Website, subject to certain exclusions or any other restrictions as may be determined and communicated by us.

- b. Only valid offer codes provided or promoted by Karu will be honoured at checkout. Codes supplied or promoted by third-parties unauthorised by us (including any unauthorised third party websites) will not be considered valid.
- c. Each offer code provided by us is non-transferable and valid for single use on an item (or items) of merchandise as determined by us. Offer codes may not be combined and customers are limited to the use of a single offer code per Order. For online purchases, the code must be entered in the 'offer code' field prior to checkout.
- d. We are not responsible for lost, stolen or corrupted codes or any unauthorised use of codes.
- e. Offer codes cannot be redeemed for cash or any cash equivalent; no substitutions or credits allowed. The value of any offer code will not be refunded or credited back if any or all of the merchandise is returned. Expiry dates may apply to each offer code. Offer codes are void if copied, transferred, sold, exchanged or expired, and where prohibited. Requests not complying with all offer code requirements will not be honoured.
- f. From time to time, we may also engage spokespeople, influencers, bloggers, or other individuals or entities who have been compensated or incentivised to speak on behalf of the brand. When you receive an offer code via a third-party source, such as a television or radio show host, please note that such individuals may have been compensated by us for their statements.

SECTION 9 – DELIVERY

- a. Unless otherwise stated in your Dispatch Notifications, we aim to deliver your Order by the delivery date set out in the Dispatch notification or, if no delivery date is specified, then within 14 days of the date of the Dispatch Notification, unless there are exceptional circumstances that include but are not limited to international delivery timelines.

- b. We will endeavour to communicate these exceptional circumstances to you. However, if you do not receive your Order within 14 days, please kindly send us an email at hello@karu.co.
- c. We will make delivery to the address you give in your Order; it being specified that this must be your place of residence or that of any other individual of your choice.
- d. It is your responsibility to check that you have provided complete and accurate information concerning the delivery address (such as road number, building number, staircase number, access codes, names and/or interphone numbers, etc.). Inaccurate information may result in longer delivery times or re-shipments.
- e. You hereby agree that we are not liable for any damages resulting from inaccurate delivery information
- f. Timelines are indicative of the average time to process Order and to deliver it. Karu would not be held responsible for a delayed delivery due to external causes.
- g. In case of damaged delivery (already opened, missing Product), the Customer is due to notify the transport service and Karu (by emailing hello@karu.co), and their refusal of the Product within 14 days following the delivery. If your Product (s) is/are damaged and you do not refuse delivery, or you do not return the damaged goods within 30 days of receiving, you are not eligible for a refund or re-delivery.

SECTION 10 – YOUR RIGHTS AS A CONSUMER

- a. If you are contracting as a consumer, you may cancel a Contract at any time within seven days, beginning on the day after you received the Products. If you are a User in the United Kingdom or the European Economic Area, you may cancel a Contract any time within 14 days (Cooling Off Period). In this case, you

will receive a full refund of the price paid for the Products in accordance with our [Return and Refund Policy](#).

- b. If you are a User in the United Kingdom or the European Economic Area, and you cancel your Contract under this section, we will refund delivery charges you have paid for the delivery of the Products to you. However, you agree that the maximum refund for delivery charges will be the least expensive delivery method we offer to your delivery destination regardless of the delivery method you select or use when making the Order.

SECTION 11 – MODIFICATIONS TO THE SERVICE AND PRICES

- a. Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.
- b. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 12 – INTELLECTUAL PROPERTY PROVISIONS

- a. **Karu's Intellectual Property** – Our Content, Service, trademark and everything on our Platform are protected through various intellectual property laws including but not limited to copyright, patent, trademark and all other available protections under applicable and relevant intellectual property laws.
- b. By using our Platform, you covenant that you will respect our intellectual property and not adapt it or create derivative works of our contents. We only grant you a limited, temporary, non-exclusive, non-transferable right to use and access our Content and our Users' Content. You cannot and should not reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt or copy any of the Content on our Platform unless you get written permission from us.

- c. We have the right and discretion to limit or revoke this limited license to use.
- d. **Users' Intellectual Property** - Users grant a non-exclusive, global, no borders, perpetual, irrevocable, royalty-free, sublicensable, and transferable right to use of contents to Karu who can exercise, commercialise, and exploit the copyright, publicity, trademark, and database rights with respect to Users' Content.
- e. User grants to Karu and our affiliates and/or related entities a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, transferable right to use users video(s), photo(s) and/or other Content posted to Instagram, Facebook, Twitter or TikTok, together with your social media handle, social media username, profile picture, caption and location information the User may have included in his/her/their Content (Also referred to as "User Content") that User has tagged with any of Karu's Hashtag(s) as we release from time to time, as long as that is released before the User's post, in specific Karu's channels, including but not limited to on its webpages and social media pages, retailer sites, third party sites and stores for its marketing." Users grant Karu the right to use his/her/their username, real name, image, likeness or other identifying information in connection with any use of the User Content.
- f. User may directly upload User Content or post User Content to his/her/their social media accounts. By uploading User Content and posting User Content that User has tagged with Karu's Brand hashtags to social media platforms, User grants to Karu, its third-party service providers who provide content management services, and its retail partners (collectively, referred to as the "Authorised Parties") the worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable right to use the uploaded or Brand-tagged User Content in any manner to be determined in the Authorised Parties' sole discretion, including on its web pages, social media pages operated by the Authorised Parties, promotional emails and in other marketing initiatives, in any media now or hereafter known. The Authorised Parties may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit User Content in

any manner in their sole discretion, with no obligation to User whatsoever. User grants the Authorised Parties the right to use Users' username, real name, image, likeness, caption, location or other identifying information in connection with any use of the User's Content

- g. Karu is hereby granted the right to edit, amend, make changes, translate, format or even delete any Users' Content from its Platform as it deems necessary and appropriate.
- h. User hereby represent and warrant that (i) User own all rights in and to the User Content, (ii) if the User Content is subject to third party proprietary rights, the User has all necessary licenses, rights, consents, and permissions to publish the User Content and to grant the rights granted herein, including permission from all person(s) appearing in the User Content; (iii) User is not a minor, (iv) User are legally entitled to post the User Content, and the Authorised Parties' use of the User Content as described herein will not violate the rights, including but not limited to copyright, trademark, privacy, publicity or other proprietary rights, of any third party or any law, and (v) the User Content is not libellous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive. User hereby releases, discharges and agrees to hold the Authorised Parties, and any person acting on their behalf, harmless from any liability related in any way to the Authorised Parties' use of the User Content.
- i. The User Content submitted is deemed non-confidential. Karu and the Authorised Parties have no obligation to maintain the confidentiality of any information, in whatever form, contained in any submission, except pursuant to the Authorised Parties' respective privacy policies. By using the Services, Users are consenting to Karu and the Authorised Parties' collection of any personal information provided, on behalf of the Authorised Parties for the Authorised Parties' use and disclosure in connection with the use of the User Content as described herein. If any User does not agree to the collection, use and disclosure of your personal information in this way, please do not use the Services. By using the Services or otherwise providing Karu or an Authorised

Party with personal information, you agree to such collection, use, disclosure, transfer and processing of your information in accordance with the terms of these Terms of Service, the [Privacy and Cookies Policy](#) and applicable data protection laws and regulations.

- j. The User further warrants that Karu or the Authorised Party is not required to obtain any license, consent, make any payment or obtain any permission from any third party to use any Users content on our Platform. User agrees that Karu does not hold any liability for the use of any User content.
- k. If there is any suspicion of infringement of your intellectual property right by any User, please do not hesitate to contact us immediately as this is very important to us. You can contact us at hello@karu.co.
- l. Please note that we reserve the right and sole discretion on whether to delete, disable the Content infringing the intellectual property as alleged. We can also delete the Users' Account and ban them from using our Service or Platform. However, this is also at our discretion.
- m. Advise, comments, review and Ideas - Either solicited or not, if you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- n. We may, but have no obligation to, monitor, edit or remove Content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

SECTION 13 – OPTIONAL TOOLS AND THIRD-PARTY LINKS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. Also, certain content, products and services available via our Service may include materials from third parties.

- a. You acknowledge and agree that we provide access to such tools, contents, products and services” as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- b. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). Please always ensure to check the Terms and Policies of the third party.
- c. We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.
- d. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.
- e. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.
- f. The Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising

under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

SECTION 14 – USER COMMENTS, FEEDBACK, UNSOLICITED OPINIONS AND OTHER SUBMISSIONS

- a. You agree that all unsolicited comments and advice are non-confidential and non-proprietary. An irrevocable, worldwide, transferable and royalty-free license to use, exploit, distribute and display the unsolicited advice or communication is hereby granted to us. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- b. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- c. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any

comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 15 – PERSONAL INFORMATION

Your submission of personal information through the store or our Platform is governed by our [Privacy and Cookies Policy](#).

SECTION 16 – ERRORS, INACCURACIES AND OMISSIONS

- a. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your Order).
- b. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 17 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its Content:

- a. for any unlawful purpose.
- b. to solicit others to perform or participate in any unlawful acts.

- c. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances.
- d. to infringe upon or violate our intellectual property rights or the intellectual property rights of others.
- e. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- f. to submit false or misleading information.
- g. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet.
- h. to collect or track the personal information of others.
- i. to spam, phish, pharm, pretext, spider, crawl, or scrape.
- j. for any obscene or immoral purpose; or
- k. to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 18 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY AND INDEMNITY

- a. WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.**
- b. IF WE DO NOT DELIVER YOUR ORDER OR IF THE PRODUCTS, WE DELIVER ARE NOT WHAT YOU ORDERED OR ARE DAMAGED OR DEFECTIVE OR THE DELIVERY IS OF AN INCORRECT QUANTITY, OUR ONLY OBLIGATION WILL BE, AT OUR OPTION TO:**
 - i. REPLACE OR REPAIR ANY PRODUCTS THAT ARE DAMAGED OR DEFECTIVE, OR**

- ii. MAKE GOOD ANY SHORTAGE OR NON-DELIVERY OR INCORRECT DELIVERY, OR**
 - iii. REFUND TO YOU THE AMOUNT PAID BY YOU FOR THE PRODUCTS IN QUESTION.**
- c. IF YOU DISCOVER THAT YOUR PRODUCT IS DEFECTIVE AFTER 30 DAYS, WE RESERVE THE RIGHT TO REQUEST PROOF OF SUCH DAMAGE, SUCH AS IMAGES OF THE DEFECT, BEFORE ISSUING ANY REFUND OF THE PRICE AND/OR ANY ASSOCIATED DELIVERY CHARGES.**
- d. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.**
- e. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.**
- f. WE SHALL HAVE NO LIABILITY TO YOU FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES INCLUDING WITHOUT LIMIT LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS DAMAGE TO OR LOSS OF GOODWILL, REPUTATION OR DATA.**
- g. WITHOUT PREJUDICE TO THE FOREGOING, OUR TOTAL AGGREGATE LIABILITY TO YOU UNDER AND/OR ARISING IN RELATION TO THIS CONTRACT SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCTS.**
- h. WE DO NOT WARRANT THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU WILL MEET YOUR EXPECTATIONS, OR THAT ANY ERRORS IN THE SERVICE WILL BE CORRECTED.**
- i. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND**

SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

- j. IN NO CASE SHALL KARU, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY.**

- k. NOTHING IN THIS TERMS OF SERVICE SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO OUR NEGLIGENCE OR ANY LIABILITY WHICH IS DUE TO OUR FRAUD OR ANY OTHER LIABILITY WHICH WE ARE NOT PERMITTED TO EXCLUDE OR LIMIT AS A MATTER OF LAW.**

- l. NOTHING IN THIS TERMS OF SERVICE SHALL EXCLUDE OR LIMIT THE STATUTORY AND ACCRUED RIGHTS OF EITHER YOU OR KARU.**

- m. INDEMNITY - USERS AGREE TO INDEMNIFY AND HOLD HARMLESS KARU, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, AND AFFILIATES AGAINST ALL LOSSES, COSTS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES) ARISING FROM, WITHOUT LIMITATION, YOUR BREACH OF THESE TERMS AND CONDITIONS, YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OR ANY OTHER RIGHT OF ANY PERSON OR ENTITY, OR YOUR BREACH OF ANY DUTY OF CONFIDENCE OR PRIVACY, OR ANY DEFAMATORY STATEMENTS MADE BY YOU IN ANY FORM.**
- n. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS KARU AND OUR PARENT, SUBSIDIARIES, AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, LICENSORS, SERVICE PROVIDERS, SUBCONTRACTORS, SUPPLIERS, INTERNS AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD-PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THESE TERMS OF SERVICE OR THE DOCUMENTS THEY INCORPORATE BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD-PARTY.**

SECTION 19 – IMPORT DUTIES AND RELATED PROVISIONS

- a. If you order Products from our Platform for delivery outside the United Kingdom, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. You hereby agree that We have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your Order.

- b. You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

SECTION 20 – FORCE MAJEURE

- a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Also referred to as "Force Majeure Event").
- b. A Force Majeure Event includes but is not limited to any act, event, non-happening, omission or accident beyond our reasonable control and occurs in particular (without limitation) to the following:
 - a. The Acts, decrees, legislation, regulations or restrictions of any government.
 - b. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - c. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - d. Strikes, lockouts or other industrial action.
 - e. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disasters.
 - f. Impossibility of the use of public or private telecommunications networks.
- c. Karu's performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and Karu will have an

extension of time for performance for the duration of that period. Karu will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under the Contract may be performed despite the Force Majeure Event.

SECTION 21 – GENERAL PROVISIONS

- a. Anti-Corruption and Anti Money-Laundering** - Users agree that in using our Platform, they will not undertake any conduct that constitutes an offence under applicable anti-corruption and anti-money laundering laws. A breach of this clause shall be deemed a material breach of this Terms of Service.
- b. Headings** - The paragraph titles in this Terms of Service are for convenience only and shall not define or limit any of the provisions hereof. These headings are used for nomenclature purposes alone and do not denote an interpretation tool for any term in this Terms of Service.
- c. Severability** - We recognise the uncertainty of the law with respect to certain provisions of this Terms of Service and expressly stipulate that this Terms of Services will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Terms of Service are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Terms of Service or modified so as to make them enforceable, and the validity and enforceability of the remainder of such provisions and of this Terms of Service will be unaffected.
- d. Release from Liability for Site Outages** - Users agree that Karu does not bear any liability from any loss of data, business opportunity or Content due to the scheduled maintenance, unplanned outages or malfunctioning of our Platform.
- e. Amendment** -

- i.** We may update these Terms of Service from time to time by publishing a new version on our Website. The right to amend is at our sole discretion. You should check this page occasionally to ensure you understand any changes to this Terms of Service. We may notify you of changes to this Policy by email or through email or any other choice of communications as set by you.
- ii.** Despite the provisions in e(i), You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if We notify you of the change to those policies or these terms and conditions before We send you the Dispatch Notification (in which case We have the right to assume that you have accepted the change to the terms and conditions unless you notify us to the contrary within five working days of receipt by you of the Products).

f. Notices and Communications -

- i.** Unless otherwise stated in this Terms of Service or any other relevant part of our Platform, all notices and other communications shall be in writing and delivered by electronic mail. If to Karu, the email address is hello@karu.co unless another email address is provided on the relevant page on our Platform or this Terms of Service. If to any User, the email address will be the email address provided when registering for an account or making orders. Notice will be deemed received and properly served immediately when posted on our Website or 24 hours after an email is sent. In proving the Service of any notice, it will be sufficient to prove that such email was sent to the specified email address of the addressee.

- ii.** When using our Platform, you accept that communication with us will be through electronic mediums. We will contact you by email or provide you with information by posting notices on our Website. 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.
- iii.** For information on opting out of our marketing email, please see our [Privacy and Cookies Policy](#).
- iv.** This provision in this clause (f) does not affect your statutory rights.
- g. Waiver** - No single or partial exercise of a right or remedy provided by this Terms of Service or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy. A waiver of a breach of this Terms of Service does not constitute a waiver of a subsequent or prior breach of this Terms of Service. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with Section 21 (f) above.
- h. Entire Agreement** - This Terms of Service sets out the entire agreement between the parties and supersedes and extinguishes any previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it has no claim or remedy in respect of any statement, representation, assurance or warranty that is not set out in this Agreement. Neither of the Parties shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other Party's only remedy shall be for breach of contract as provided in these terms and conditions.

- i. Relationship of the Parties** - This Terms of Service is intended and shall be construed as creating an Agreement for the purposes specified in this Terms of Service. Nothing in this Terms of Service or otherwise is intended or shall be construed as creating a partnership other than as specifically set out in this Terms of Service or any legal entity between the Users and Karu or any on-going or continuing relationship or commitment between the Users of Karu, other than as specifically set out in this Terms of Service.
- j. Post-Sale Provisions** - Questions, complaints, comments or requests regarding these terms and conditions should be addressed to hello@karu.co . Questions, complaints, comments or requests on our Products should be addressed to hello@karu.co
- k. Governing Law** - These Terms of Service, the jurisdiction clause contained in it and any non-contractual obligations arising out of or in connection with it or its subject matter or formation are governed by, construed and take effect in accordance with the law of England and Wales.
- l. Dispute Resolution** - Notwithstanding the provisions of (m), for any and all grievances, disputes, claims, or controversies you may have against Karu (“Disputes”), before pursuing any dispute resolution avenue, you must first give us an opportunity to resolve the Dispute informally by sending an email to hello@karu.co with the subject “Pre-Action Dispute Notice”. The email should contain your name, your email address as registered on your Account (if you have no account, please state that), a detailed description of your grievance and claims, and a description of the specific relief you seek and how we can resolve this grievance. If we do not resolve the Dispute within sixty (60) days after receiving your Pre-Action Dispute Notice, then you may pursue resolution of the Dispute in accordance with (m).
- m.** Subject to (l), any dispute arising out of or in connection with this Terms of Service or the performance, validity or enforceability of it will be finally resolved by the courts of England and Wales, who have exclusive jurisdiction

to settle any dispute or claim arising out of or in connection with this Terms of Service or a contract (entered into on our Platform) or its subject matter or formation.

- n. Class Action Waiver** - Users and Karu agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. Neither the Users nor Karu will seek to have any dispute heard as a class action, a representative action, a collective action, or in any proceeding in which the User or Karu acts or proposes to act in a representative capacity. The User and Karu further agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of the User, Karu, and all parties to any such proceeding.
- o. Confidentiality** - Except to the extent required by law, any legal or regulatory authority of competent jurisdiction or, with the prior written consent of the other Party. No party shall use or disclose to any third party such information belonging to the other party. This paragraph shall survive the termination of this Terms of Use. For the avoidance of doubt, Personal Information shall be treated in accordance with Applicable Laws and shall not be considered “confidential information” belonging to a party.
- p.** In the event of a User’s failure to comply with the terms contained in this Terms of Service or our [Privacy and Cookies Policy](#), we reserve the right and sole discretion to immediately and without notice suspend, delete or permanently ban the Users’ access to all or part of our Platform or services.
- q.** The terms in these Terms of Service survive the usage of the Platform. Even after termination or deletion of your Account on our Platform or the discontinuing of your use of our services for whatsoever reason, either by your choice or our choice, the terms in this Terms of Service continue to apply post-use and termination.

SECTION 22 - TERMINATION

- a.** The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
- b.** These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.
- c.** If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 23 - CONTACT INFORMATION

Please do not hesitate to contact us if you have any questions regarding KARU's policies. You can contact us at hello@karu.co or at our business address PO Box 68899, SW10 1E, London.