

# Terms and Conditions

## E-Cigilicious.com Terms and Conditions

### Disclaimer

It shall be your responsibility to ensure that any products, services or information available through the Website meet your specific requirements.

We will not be liable to you if the Website is unavailable at any time.

We attempt to ensure that the information available on the Website at any time is accurate. However, we do not guarantee the accuracy or completeness of material on this Website. We use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of them. We make no commitment to ensure that such material is correct or up to date.

All drawings, images, descriptive matter and specifications on the Website are for the sole purpose of giving an approximate description for your general information only and should be used only as a guide.

Any prices and offers are only valid at the time they are published on the Website.

All prices and descriptions supersede all previous publications.

Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.

The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these terms and conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.

We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage from action taken in reliance on material or information contained on the Website. We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you.

You must bear the risk associated with the use of the Internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses Trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or you downloading any material posted or sold on the Website or from any website linked to it.

We reserve the right to disclose such information to law enforcement authorities as we reasonably feel is necessary should you breach this agreement.

## Introduction

By purchasing or ordering the Goods and/or Services, you agree to be bound by the terms and conditions set out below. Before placing your order, if you have any questions relating to these Conditions please contact us via our website at [www.e-cigilicious.com](http://www.e-cigilicious.com) or by calling us on 0292 039 9886.

**"E-Cigilicious"** means E-Licious Limited trading as E-Cigilicious, together with its subsidiary and holding companies and any subsidiaries of such holding companies;

**"Conditions"** means these terms and conditions;

**"Goods"** means any goods you purchase under these Conditions;

**"Non-subscription Services"** mean any Services other than Subscription Services;

**"Personal Information"** means the details provided by you to us;

**"Services"** means any services you order or otherwise purchase under these Conditions;

**"Subscription Services"** means Services to which you subscribe on an ongoing basis, for example technical support Services;

**"Us/our/we"** means E-Licious Limited, a company registered in England and Wales under the number 8516782 with a registered office located at 20-22 Wenlock Road, London, N1 7GU, VAT number 179 1181 90GB.

**"Website"** means either one of the websites located at [www.e-cigilicious.com](http://www.e-cigilicious.com) or any other URL which may replace it; and

**"You/Your"** means the person ordering or otherwise purchasing the Goods or Services.

## 1. Rights and Obligations

1.1. You undertake:

1.1.1. to pay any amounts due to us in a timely manner;

1.1.2. that the Personal Information you provide is true, accurate, current and complete in all respects;

1.1.3. to notify us immediately of any changes to the Personal Information using the contact details in Clause 5.4; and

1.1.4. not to impersonate any other person or entity or to use a false name.

1.2. We reserve the right to modify the price or the content or withdraw, temporarily or permanently, some or all of the Goods or Services available. We also reserve the right to change or add to these Conditions from time to time.

1.3. Unless you have placed an order for any Goods or Services, or you subscribe to any Subscription Services, by the time such a change takes effect, we shall not be obliged to give you notice of any such modification or withdrawal.

1.4. From time to time we may also have to make changes in the specification of any Good or Service:

1.4.1. to make it conform with any applicable safety or other statutory requirements; or

1.4.2. to make it reflect changes in the manufacturer's specification,

but we will endeavour to ensure that such changes do not reduce the quality or performance of such a Good and/or Service. Where you have placed an order for the affected Good and/or Service and such changes are substantial, we will notify you in advance to ensure that you still wish to proceed with any order that you have placed.

#### 1.5. Goods and Non-Subscription Services:

1.5.1. You will be subject to the policies and Conditions in force at the time you order or otherwise purchase the Goods or Non-Subscription Services, unless we are legally obliged to make changes to these Conditions that apply retrospectively. If this happens, these changes will apply to any orders we have not yet fulfilled when the changes took effect, even if your order was placed previously.

1.5.2. We shall not withdraw or modify to your substantial detriment any of the Goods or Non-Subscription Services for which we have accepted an order from you, other than where such modification or withdrawal is required as a result of events outside of our reasonable control.

1.5.3. The purchase of software products is subject to your acceptance of the terms of any end user and/or licensing agreement(s) relating to such software.

1.6 Estimated time frames for delivery of Goods or completion of Services are estimates only and delays may arise due to matters outside of our reasonable control.

1.7. Goods may be subject to EU and US export control laws and laws of the country where they are delivered or used. Under these laws, such Goods may not be sold, leased or transferred to restricted end-users (including to nationals of Cuba, Iran, North Korea, Sudan, and/or Syria) or countries or for restricted end-uses (including uses related to the development, production, use, or maintenance of "Weapons of Mass Destruction", including without limitation, uses related to nuclear, missile, and/or chemical/biological development).

If Goods are supplied to you subject to any such Export Laws, such supply is subject to you not falling into any such restricted categories.

## **2. Orders**

2.1. Goods and Services are available only to individuals who we, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to us and those who are residents in the UK. Services that come with minimum term contracts are only available to individuals who are 18 years old or over and by ordering or otherwise purchasing such Services, you confirm that you are 18 years old or over.

2.2. When requested by us, you must provide your name, phone number, address, payment details and other requested information.

2.3. Each order placed by you will be treated as an offer to purchase the Goods and/or Services to which your order relates. The contract will only be completed when we dispatch the Goods/commence the provision of the Services (as applicable) or when we take any due payment from you (which includes debiting your payment method), whichever is the earlier.

2.4. You acknowledge that any automated acknowledgement given when you place an online order shall not amount to our acceptance of your offer to purchase.

2.5. We may, at our own discretion, limit, restrict or reject any order you place at any time prior to the contract having been completed. Where this happens, we will attempt to contact you. We also reserve the right to limit or prohibit sales to dealers or to entities that we believe, in our sole discretion, are making use of the Goods or Services for profit.

## **3. Price and Payment**

3.1. The price of the Goods or Services (if any) shall be the price of which we inform you prior to accepting your order. Prices include VAT at current rates unless stated otherwise.

3.2. If you fail to make any payment when due then, without prejudice to any other right or remedy we may have, we may:

3.2.1. where you have ordered Goods or Non-Subscription Services, cancel this agreement; and/or

3.2.2. in any event, charge you interest (before and after any judgment) on the amount unpaid, at the rate of 2% per calendar month, until payment is made in full (a part of the month being treated as a full month for the purpose of calculating interest).

3.3. You confirm that any payment method you use is yours.

3.4. Payment methods are subject to validation checks and authorisation and we will not be liable for any delay or non-delivery caused by failure of such checks or authorisation.

3.5. Once your Goods have been collected and/or otherwise received by you, all risk of damage to, or loss of, the Goods shall pass to you.

3.6. Irrespective of your receipt of the Goods, the passing of risk or any other provision of these conditions, ownership shall not pass to you until we have payment in full for the Goods.

3.7. Until such time as the ownership passes to you, you shall hold the Goods on our behalf and keep them safe and identified as our property, and we shall be entitled to ask you to return the Goods to us.

#### **4. Cancellation, Returns and Exchanges**

4.1. Without prejudice to our rights under Clause 1 above, if either party breaks the terms of these Conditions in any material way, the other party can terminate these Conditions by giving the other party 7 days' written notice.

4.2. In certain situations, we may be prepared to give you a refund or exchange for Goods if you change your mind. For details on our Returns and Exchange Policy please visit <http://www.e-cigilicious.com/help/returnsandwarranty>, call us on 0292 039 9886 for details.

##### 4.3. Goods and/or Services ordered online or over the phone only

4.3.1. Consumers ordering Goods or Services at a distance (such as via telephone or online) have certain cancellation rights under the Consumer Protection (Distance Selling) Regulations 2000.

4.3.2. You may cancel any order for Services any time within 7 working days from the day after placing your order, however, you may not cancel once we have started providing any part of such Services to you with your agreement.

4.3.3. You may cancel any order for Goods other than audio or video recordings or software at any time within 7 working days from the day after receiving your Goods without liability to us.

4.3.4. A working day is any day except Saturday, Sunday and UK public holidays.

4.3.5. You may cancel your order by calling us on 0292 039 9886.

4.3.6. If you cancel an order for Goods, they must be returned to us within a reasonable period, complete (with any accessories, leads or other items provided with the Goods) and undamaged, with proof of purchase. If you fail to return the Goods in this manner, we may charge you the costs we incur in recovering the Goods from you (which may be substantial) or the stand alone retail value of any missing or damaged items.

4.3.7. Unless collection of the Goods has been arranged, you must return the Goods by sending them to Returns Team, E-Cigilicious, 2-4 Royal Arcade, Cardiff CF10 1AE, in some occasion at your cost. It is your responsibility to ensure that the Goods are received by us and we recommend using Special Delivery or Signed For services where appropriate.

4.3.8. Where we have agreed to collect the Goods from you, you must ensure that they are available for collection at the time arranged.

4.3.9. You shall be under a duty to take reasonable care of the Goods until received or collected by us and it is your responsibility to ensure that the Goods are not damaged whilst in transit using transport arranged by you.

4.3.10. You are entitled to examine any Goods ordered as you would in a shop. However, if you use the Goods, you may lose your right to cancel your purchase. Use would include, but not be limited to using the Goods to connecting to and/or accessing the internet, downloading firmware, or using any functions of the Goods for example amending settings, saving data, adding a contact or appointment, taking a photograph or using an application, filling a tank/clearomiser or coil, opening and making contact with e-liquid . We reserve the right to charge you for the value of any Goods returned which have been used or damaged whilst in your possession, up to the full cost price of the Goods.

4.3.11. If you cancel your order in accordance with the provisions of this Clause 4.4, and 4.4.10 we will refund any sums paid by you in relation to your order (less our costs if we have to recover any Goods from you under Clause 4.4.7) within 30 days.

## **5. Your Personal Information**

5.1. We need to collect certain Personal Information to provide you with the Goods and/or Services.

5.2. You agree that we may use, update, share and process your Personal Information in accordance with our privacy policy. Our privacy policy is available upon request by contacting us on online at <http://www.e-cigilicious.com/privacypolicy>

5.3. If you would like us to tell you what information we hold about you please write to: The Data Protection Office, E-Cigilicious, 2-4 Royal Arcade, Cardiff CF10 1AE. We may charge a £10.00 administration fee. Please include your full name, address and a copy ID with each request.

5.4. You will have the opportunity to consent to us contacting you by post, email, phone, SMS or MMS about products and services which E-Cigilicious and carefully selected third parties we believe may be of interest to you. You can make changes to your marketing preferences at any time by calling us on 0292 039 9886 or writing to us at The Data Protection Office, E-Cigilicious, 2-4 Royal Arcade, Cardiff, CF10 1AE. Please note that it may take up to 28 days for such changes to take effect.

## **7. Limitation of Liability**

7.1. We will not be liable for any loss or damage caused by us in circumstances where:

7.1.1. there is no breach of a legal duty of care owed to you by us; and/or

7.1.2. such loss or damage is not reasonably foreseeable.

7.2. We will not be liable any loss or damage caused wholly or mainly by your breach of these Conditions.

7.3. Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.

7.4. Nothing in these Conditions shall:

7.4.1. exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or

7.4.2. limit your rights as a consumer under applicable UK law.

7.5. All Services are provided on a commercially reasonable basis. Although we will provide the Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that they will always be available.

7.6. The Goods, where new, are sold with the benefit of and subject to the terms set out in any warranty or guarantee given by the manufacturer of the Goods. This is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform to the legally required standard.

7.7. Each provision of this Clause 7 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

## **8. General**

8.1. Events Beyond the Parties Reasonable Control: If either of us cannot do what we have promised because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, or acts of local or central government or other competent authorities, such party will not be liable for this.

8.2. Third Parties: Nobody but you and us can benefit from these Conditions under the Contracts (Rights of Third Parties) Act 1999.

8.3. Assignment: You may not but we may, assign, charge or otherwise dispose of our rights under these Conditions. Any attempt by you to do so shall be void.

8.4. Governing Law: These Conditions will be governed by English Law and if you are not happy with how we deal with any disagreement and want to take bring court proceedings, you must do so within the UK.

8.5. Each Clause of these Conditions operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

8.6. Call Monitoring: Monitoring or recording of your calls may take place for our business purposes. Calls to our customer service numbers should incur local call costs from a standard BT line, calls from other providers may vary and calls from mobiles may cost significantly more.

## 9. Handling Complaints and Sending Notices

9.1. If you wish to make a complaint you may do so in the following way:

9.1.1. by calling 0292 039 9886

9.1.2. in writing addressed to: Customer Care Department, E-Cigilicious, 2-4 Royal Arcade, Cardiff CF10 1AE; or

9.2. If you need to send us a notice in relation to these Conditions you can do so in the following way:

9.2.1. by post to The Data Protection Office, E-Cigilicious, 2-4 Royal Arcade, Cardiff, CF10 1AE

9.3. Proof of sending does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from us which should be retained by you.

## Website Terms

Welcome to E-Cigilicious Website Terms and Conditions for Use.

These terms and conditions apply to your use of the Website and by accessing this Website, you agree to be bound by the terms and conditions set out below. Before you place an order, if you have any questions relating to these terms and conditions please contact our customer service representatives by calling us on 0292 039 9886 between 10am-5pm (please note that all calls to our Customer Services Representatives may be recorded for quality monitoring and training purposes).

E-Licious Ltd trading as E-Cigilicious gives no authority (whether implied or express) to deep link to or frame any of the content which appears on our Website or to use a representation of the company's trademarks as a link button without the express agreement of E-Cigilicious.

"Conditions" means these terms and conditions and the "Special Conditions";

"Goods" means goods displayed for sale on the Website;

"Online Sales" means sales of Goods and Services conducted through the Website;

"Personal Information" means the details provided by you on registration;

"Product Description" means that part of the Website where certain terms and conditions in respect of the individual Good or Service are provided;

"Services" means services displayed for sale on the Website;

"Special Conditions" means the terms and conditions in the Product Description referred to in Clause 8.1;

"Users" means the users of the Website collectively;

"User Information" means the details provided by you on any application to buy Goods or Services from us via the Website;

"Us/Our/We/ E-Cigilicious" means E-Licious Limited, a company registered in England and Wales under the number 8516782 with registered office located at 20-22 Wenlock Road, London, N1 7GU VAT number 179 1181 90GB.

"Website" means the website located at [www.e-cigilicious.com](http://www.e-cigilicious.com) or any subsequent URL which may replace it; and

"You/Your" means a user of the Website.

## **1. INTRODUCTION**

**1.1.** This document (together with any documents referred to in it) tells you the terms and conditions upon which we sell and supply the goods (the 'Goods') listed on this website (the 'Website') to you.

**1.2.** Before confirming your order please:

**1.2.1.** Read through these terms and conditions (the 'Conditions') and in particular our cancellations and returns policy at clause 12 and limitation of our liability and your indemnity at clause 16

**1.2.2.** Print a copy for future reference.

**1.2.3.** Read our privacy policy regarding your personal information.

**1.3.** By ordering any of the Goods listed on this Website, you agree to be legally bound by these Conditions. You will be unable to proceed with your purchase if you do not accept these terms and conditions as may be modified or amended and posted on this Website from time to time.

**1.4.** We reserve the right to revise and amend the Website, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.

## **2. ABOUT US**

**2.1.** This Website is owned and operated by E-Licious Ltd ('we'/'us'/'our'), a limited company (trading as E-Cigilicious), registered in England and Wales under company number 8516782 having our registered office at 20-22 Wenlock Road, London, N1 7GU.

## **3. COMMUNICATIONS**

**3.1.** You agree that email and other electronic communications can be used as a long-distance means of communication and 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.

**3.2.** We will contact you by email or provide you with information by posting notices on our Website.

#### **4. OVERSEAS ORDERS**

**4.1.** We can, in our sole discretion, accept orders from individuals located outside the United Kingdom and ship overseas subject to you paying for the additional shipping or postage costs. You will have an opportunity to cancel your order in case these costs are not acceptable.

**4.2.** If we agree to supply any Goods ordered from the Website for delivery outside the United Kingdom, they may be subject to import duties and/or additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price including VAT and the cost of delivery. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxation authority for further information before placing your order.

**4.3.** Please note that when shipping products internationally, you should be aware that cross-border shipments are subject to opening and inspection by customs authorities. Please also note that you must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable for any breach by you of any such laws.

#### **5. REGISTRATION**

**5.1.** When registering on the Website you must choose a username and password. You are responsible for all actions taken under your chosen username and password.

**5.2.** By registering on the Website you undertake:

**5.2.1.** That all the details you provide to us for the purpose of registering on the Website and purchasing the Goods are true, accurate, current and complete in all respects

**5.2.2.** To notify us immediately of any changes to the information provided on registration or to your personal information

**5.2.3.** That you are over 18 or if under 18 you have a parent or guardian's permission to register with and purchase the Goods from this Website in conjunction with and under their supervision

**5.2.4.** To only use the Website using your own username and password

**5.2.5.** To make every effort to keep your password safe

**5.2.6.** Not to disclose your password to anyone

**5.2.7.** To change your password immediately upon discovering that it has been compromised

**5.2.8.** To neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them

**5.3.** You authorise us to transmit your name, address and other personal information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.

**5.4.** We reserve the right to terminate an agreement formed with you pursuant to clause 9 below and to suspend or terminate your access to the Website immediately and without notice to you if:

**5.4.1.** You fail to make any payment to us when due

**5.4.2.** You breach these Conditions (repeatedly or otherwise)

**5.4.3.** You are impersonating any other person or entity

**5.4.4.** When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity

**5.4.5.** We suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

## **6. ELIGIBILITY TO PURCHASE FROM THE WEBSITE**

**6.1.** To be eligible to purchase the Goods on this Website and lawfully enter into and form contracts with us, you must:

**6.1.1.** Be 18 years of age or over

**6.1.2.** Be legally capable of entering into a binding contract

**6.1.3.** Provide full details of a delivery address in the United Kingdom or the European Economic Area (if you reside in the EEA)

## **7. PRICE**

**7.1.** The prices of the Goods are quoted on the Website.

**7.2.** Prices for delivery are quoted for delivery in the United Kingdom unless otherwise specified.

**7.3.** Unless otherwise stated, the prices quoted include VAT but exclude delivery costs which will be added to the total amount due from you. Details of our delivery charges can be located on our Website.

**7.4.** We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Goods to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of

manufacture). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before delivery.

## **8. PAYMENT**

**8.1.** Payment can be made by any major credit or debit card?Paypal or through an electronic payment account as explained on the order form.

**8.2.** However, we do not accept the following:

**8.2.1.** American Express.

**8.3.** By placing an order, you consent to payment being charged to your debit/credit card account or electronic payment account as provided on the order form.

**8.4.** Payment will be debited and cleared from your account before the dispatch of the Goods to you.

**8.5.** When you pay for your order by card, we carry out certain checks which include obtaining authorisation from your card issuer to ensure you have adequate funds and for security reasons. This may involve validating your name, address and other personal information supplied by you during the order process against appropriate third party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.

**8.6.** By accepting these Conditions you:

**8.6.1.** Undertake that all the details you provide to us for the purpose of purchasing the Goods are correct and that the payment card you are using is your own and that there are sufficient funds to cover the cost of the Goods ordered

**8.6.2.** Undertake that any and all Goods ordered by you are for your own private or domestic use only and not for resale

**8.6.3.** Authorise us to transmit the payment and delivery information provided by you during the order process (included any updated information) for the purpose of obtaining authorisation from your card issuer to ensure you have adequate funds, to authenticate your identity, to validate your payment card and for other security reasons, such as fraud prevention

**8.7.** We shall contact you should any problems occur with the authorisation of your card.

**8.8.** We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from our Website.

## **9. ORDER PROCESS AND FORMATION OF A CONTRACT**

**9.1.** All orders are subject to acceptance and availability. If any Goods ordered are not available, you will be notified by email and you will have the option either to wait until the

item is available or to cancel your order. It is your responsibility to provide us with a valid email address so that we can contact you if necessary.

**9.2.** Any order placed by you constitutes an offer to purchase the Goods from us. All such offers received from you are subject to acceptance by us and we reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.

**9.3.** You shall be responsible for ensuring the accuracy of the details provided by you during the order process and we will not accept an order unless all details requested from you have been entered correctly.

**9.4.** You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Goods ordered by you from the Website.

**9.5.** A contract between you and us (the 'Contract') incorporating these Conditions will only subsist after we have debited your payment card and have confirmed that we have dispatched the Goods or made them available to be downloaded. We will send you an email to confirm this (a 'Confirmation Notice'). The Confirmation Notice will amount to an acceptance of your offer to buy the Goods from us. The Contract will only be formed when we send you the Confirmation Notice (whether or not you receive it).

**9.6.** Where we agree to supply Goods to you permanently or on an ongoing (continuous) basis, such as by subscription, they shall be provided for a minimum fixed period of time (the 'Minimum Duration'). The length of the Minimum Duration will depend on which package or product you have selected to purchase and is provided on the Website.

**9.7.** The Contract will relate only to the Goods stated in the Confirmation Notice. We will not be obliged to supply any other Goods which may have been part of your order until we have sent you a separate Confirmation Notice relating to it.

**9.8.** You must check that the details contained in the Confirmation Notice are correct and you should print out and keep a copy of it.

**9.9.** You will be subject to the version of our policies and Conditions in force at the time that you order the Goods from us, unless:

**9.9.1.** Any change to those policies or these Conditions is required to be made by law or governmental authority

**9.9.2.** We notify you of any change to our policies or these Conditions before we send you the Confirmation Notice, in which case, we are entitled to assume that you have accepted it, unless we receive written notification from you to the contrary within seven working days of receipt of the Confirmation Notice

## **10. DELIVERY**

**10.1.** The Goods will be delivered to you at the address you provided during the order process which may be an address other than the billing address, but please note that extra documentation may be needed to comply with such orders.

**10.2.** We employ professional carriers. Nevertheless, you must examine the Goods on arrival. If you are asked for your signature on delivery, you must examine the Goods before signing for it.

**10.3.** All Goods must be signed for by an adult aged 18 years or over on delivery.

**10.4.** Any dates quoted for delivering the Goods are approximate only. If no date is specified then it will take place within 3-4 days or a reasonable time of the date of the Confirmation Notice, unless there are exceptional circumstances.

**10.5.** We shall not be liable for any delay in delivering the Goods, however caused.

**10.6.** The Goods may be sent to you in instalments.

**10.7.** For Christmas deliveries, we recommend that you check our Website for the last date of delivery. We will endeavour to dispatch all Goods that are in stock within 24 hours. However, we cannot guarantee delivery by 24th December.

## **11. RISK AND TITLE**

**11.1.** The Goods will be at your risk from the time of delivery.

**11.2.** Ownership of the Goods will only pass to you when we receive full payment of all sums due in respect of them including VAT and the cost of delivery.

## **12. CANCELLING YOUR CONTRACT AND RETURNS**

### **12.1. Cancelling before receiving a Confirmation Notice**

**12.1.1.** You may cancel your order for the Goods at any time prior to receiving a Confirmation Notice from us so long as you contact us in writing. You can send us a cancellation notice by sending an email to [info@e-cigilicious.com](mailto:info@e-cigilicious.com) or a letter to 2-4 Royal Arcade, Cardiff, CF10 1AE. Your cancellation notice must quote your name, address, the name or a description of the Goods and your order reference number.

### **12.2. Cancellation after receiving a Confirmation Notice**

**12.2.1.** You are entitled to cancel your Contract at any time prior to receiving the Goods so long as you provide us with written notice or, if you have received the Goods, so long as you provide us with written notice at anytime within 7 working days starting from the day after you received the Goods. You can send your cancellation notice by email to [info@e-cigilicious.com](mailto:info@e-cigilicious.com) or a letter to 2-4 Royal Arcade, Cardiff, CF10 1AE. Your cancellation notice must quote your name, address, the name or a description of the Goods and your order reference number.

**12.2.2.** Upon receiving your cancellation notice, we will contact you and provide details of where you must return the Goods and other relevant instructions. You must then

immediately return the Goods to us at your own cost and risk. We reserve the right, at our option, to collect the Goods from you. If we wish to collect the Goods we will notify you of when they will be collected by us. We will charge you for the cost of collecting the Goods and will deduct this from any sum owed by us to you.

**12.2.3.** The Goods must be returned to us in the same condition in which you received them until such time as the Goods are either collected by us or delivered back to us by you. You must return the Goods with its original packaging and the original invoice. You have a legal obligation to take reasonable care of the Goods whilst they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

### **12.3. Exception to the right to cancel**

You will not have a right to cancel an order for goods purchased from us, in the following situations:

**12.3.1.** If you expressly agree to us beginning to provide any services before the end of the cancellation period.

### **12.4. Damaged, faulty or wrongly delivered goods**

**12.4.1.** We will offer you an exchange of faulty goods, provided that you return the Goods to us and the conditions set out in paragraph 12.5.2. are met. We must also be reasonably satisfied that:

**12.4.1.1.** the Goods have not suffered damage after delivery;

**12.4.1.2.** the Goods have not been misused or used other than in accordance with the instructions; and

**12.4.1.3.** the problem is not due to normal wear and tear.

**12.4.2.** In addition to the requirements of paragraph 12.5.1, the Goods in terms of which you are claiming an exchange must have:

**12.4.2.1.** been damaged on delivery;

**12.4.2.2.** been delivered in a faulty condition;

**12.4.2.3.** have been delivered to you in error.

**12.4.3.** Sometimes the product specifications from the manufacturer may change, in which case, if you request a replacement, we will do our best to offer you a substitute of the same or better quality at the same price. If you are not happy with the replacement, you can return the Goods to us.

**12.4.4.** In order to claim a replacement item please send us a cancellation notice as soon as you become aware of a problem and no later than 5 working days after receipt or the fault developing by email to [info@e-cigilicious.com](mailto:info@e-cigilicious.com) or a letter to 2-4 Royal Arcade, Cardiff, CF10 1AE. Your cancellation notice must quote your name, address, the name or a description of the Goods, a brief description of the problem, fault or damage and your order reference number.

**12.4.5.** Upon receiving your cancellation notice, we will contact you and provide details of where you must return the Goods and other relevant instructions. You must then immediately return the Goods to us. We reserve the right, at our option, to collect the Goods from you. If we wish to collect the Goods we will notify you of when they will be collected by us.

### **12.5. Incorrectly priced or described Goods**

**12.5.1.** Whilst we try and ensure that all the information on our Website is accurate, errors may occur. In the unlikely event that the price and/or description of an item listed on the Website has been incorrectly advertised, we will not be under any obligation to sell or provide those Goods to you.

**12.5.2.** If we discover the error before sending you a Confirmation Notice we will at our discretion, either reject your order and notify you of such rejection, or inform you as soon as possible and give you the option of cancelling your order or reconfirming it at the correct price and/or description. If we give you the option of cancelling your order or reconfirming it at the correct price and/or description but either cannot contact you or do not receive your response within 14 days of sending you notification (whether or not you receive it), we will reject your order.

**12.5.3.** If we discover the error after sending you a Confirmation Notice we may, at our discretion and without incurring any liability to you, cancel the Contract provided that the error is, in our reasonable opinion, obvious and unmistakable and could have reasonably been recognised by you. We will notify if we cancel the Contract.

**12.5.4.** If your order is cancelled or rejected and you have already paid for the Goods, you will receive a full refund in accordance with clause 12.7

### **12.6. Processing exchanges**

**12.6.1.** We will examine any returned Goods and will notify you about your replacement item via email within a reasonable period of time. We will usually process a delivery of a replacement item as soon as possible and, in any case, within 30 days of the day we confirmed to you via email that you are entitled to it. Refunds will be made by crediting the payment card or electronic payment account you used to purchase the Goods.

**12.6.2.** We reserve the right to refuse to issue a replacement and to recover the cost of returning or collecting the Goods in the event that the Goods are found to have suffered damage after delivery or have been misused or used other than in accordance with the instructions or if the problem is due to normal wear and tear or if the Goods have not been returned with its original packaging. This does not affect your statutory rights.

## **13. COMPLAINTS**

**13.1.** If you have a comment, concern or complaint about any Goods you have purchased from us, please contact us via email at [info@e-cigilicious.com](mailto:info@e-cigilicious.com) or by post at 2-4 Royal Arcade, Cardiff, CF10 1AE.

## **14. INTELLECTUAL PROPERTY**

**14.1.** The content of the Website is protected by copyright (including design copyrights), trade marks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to P & I Products (trading as E-Cigilicious), moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.

**14.2.** You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.

**14.3.** You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

**14.4.** You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.

**14.5.** No licence is granted to you in these Conditions to use any of our trade marks or those of our affiliated companies.

**14.6.** Goods sold by us and Website content may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

## **15. WEBSITE USE**

**15.1.** You are permitted to use the Website and the material contained in it only as expressly authorised by us under our terms of use.

## **16. LIABILITY AND INDEMNITY**

**16.1.** Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

**16.1.1.** Death or personal injury resulting from our negligence

**16.1.2.** Fraud or fraudulent misrepresentation

**16.1.3.** Action pursuant to section 2(3) of the Consumer Protection Act 1987

**16.1.4.** Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability

**16.2.** The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

**16.3.** We will not be liable if the Website is unavailable at any time.

**16.4.** We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.

**16.5.** We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage resulting from action taken in reliance on material or information contained on the Website.

**16.6.** We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses Trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or you downloading any material posted or sold on the Website or from any website linked to it.

**16.7.** We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.

**16.8.** We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:

**16.8.1.** any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any other consequential loss); or

**16.8.2.** any loss of goodwill or reputation; or

**16.8.3.** any special or indirect losses; or

**16.8.4.** any loss of data; or

**16.8.5.** wasted management or office time; or

**16.8.6.** any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of this Website or any aspect related to your purchase of the Goods even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Conditions. Without prejudice to the terms of this clause and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract, whether or not deliberate, including those listed in clauses 16.8.1 to 16.8.6, is strictly limited to the purchase price of the Goods you purchased.

**16.9.** You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information with your authority.

**16.10.** This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.

## **17. REVIEWS**

**17.1.** You acknowledge that any review, feedback or rating which you leave may be published by us on the Website and you agree that it may be displayed for as long as we consider appropriate and that the content may be syndicated to our other websites, publications or marketing materials.

**17.2.** You undertake that any review, feedback or rating that you write shall:

**17.2.1.** Comply with applicable law in the UK and the law in any country from which they are posted

**17.2.2.** Be factually accurate

**17.2.3.** Contain genuinely held opinions (where applicable)

**17.2.4.** Not contain any material which is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass or invade the privacy of, any person or be deceiving

**17.2.5.** Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence

**17.2.6.** Not infringe any trademark, copyright (including design rights), database right, or other intellectual property rights of any other person or breach of any legal duty you owe to a third party

**17.2.7.** Not be used to impersonate any person, or to misrepresent your identity

**17.3.** You agree to indemnify and hold us harmless against any claim or action brought by third parties, arising out of or in connection with any review, feedback or rating posted by you on the Website, including, without limitation, the violation of their privacy, defamatory statements or infringement of intellectual property rights.

**17.4.** You grant us and our affiliate companies a non-exclusive, royalty-free worldwide license to use or edit any reviews posted by you.

**17.5.** We reserve the right to publish, edit or remove any reviews without notifying you.

## **18. FORCE MAJEURE**

**18.1.** We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ('Force Majeure'), which, without limitation, include:

**18.1.1.** Strikes, lock-outs or other industrial action

**18.1.2.** Shortages of labour, fuel, power, raw materials

**18.1.3.** Late, defective performance or non-performance by suppliers

**18.1.4.** Private or public telecommunication, computer network failures or breakdown of equipment

**18.1.5.** Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

**18.1.6.** Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions.

**18.1.7.** Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

**18.1.8.** Acts, decrees, legislation, regulations or restrictions of any government

**18.1.9.** Other causes, beyond our reasonable control

**18.2.** Our performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite

the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.

**18.3.** Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to you of the event of Force Majeure, either you or us may, by written notice to the other, terminate the Contract with immediate effect upon service.

## **19. PRIVACY POLICY**

**19.1.** In order to monitor and improve customer service, we sometimes record telephone calls.

**19.2.** We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended).

**19.3.** You can find full details of our Privacy Policy on the Website.

## **20. THIRD PARTY RIGHTS**

**20.1.** Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## **21. EXTERNAL LINKS**

**21.1.** To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

**21.1.1.** The privacy practices of such websites

**21.1.2.** The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources

**21.1.3.** The use which others make of these websites; or

**21.1.4.** Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources

## **22. LINKING TO THE WEBSITE**

**22.1.** You must not create a link to the Website from another website, document or any other source without first obtaining our prior written consent.

**22.2.** Any agreed link must be:

**22.2.1.** To the Website's homepage

**22.2.2.** Established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which they are hosted

**22.2.3.** Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it

**22.2.4.** Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists

**22.3.** We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

**22.4.** We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice, you must immediately remove the link and inform us once this has been done.

## **23. NOTICES**

**23.1.** All notices given by you to us must be given to us at 2-4 Royal Arcade, Cardiff, CF10 1AE or by using [info@e-cigilicious.com](mailto:info@e-cigilicious.com). We may give notice as described in clause 3

**23.2.** Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

## **24. ENTIRE AGREEMENT**

**24.1.** The Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

**24.2.** We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.

**24.3.** Neither of us 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 Conditions.

## **25. GENERAL**

**25.1.** We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.

**25.2.** All prices and descriptions supersede all previous publications. All product descriptions are approximate.

**25.3.** Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.

**25.4.** If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.

**25.5.** All Contracts are concluded and available in English only.

**25.6.** If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

**25.7.** A waiver by us of any default shall not constitute a waiver of any subsequent default.

**25.8.** No waiver by us of any of these Conditions or of any other term of a Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 3

**25.9.** Any 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 the 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.

## **26. GOVERNING LAW AND JURISDICTION**

**26.1.** The Website is controlled and operated in the United Kingdom.

**26.2.** Every purchase you make shall be deemed performed in England and Wales.

**26.3.** The Conditions and any Contract brought into being as a result of usage of this Website will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## **Delivery Policy, Guarantee, Refunds and Returns**

## **Delivery Policy**

Please note – Any deliveries made outside the UK will be at E-Cigilicious's discretion – please contact [info@e-cigilicious.com](mailto:info@e-cigilicious.com) before ordering from outside the UK.

### **Within the UK**

All deliveries dispatched with Standard Royal Mail (recorded delivery) within 1 working day of Customer order. Any and all orders totaling over £30 after any and all promotions will be eligible for free postage within the UK.

### **Within Europe**

All orders placed that are to be sent within Europe will be sent via a courier delivery service within 1 working day.

Please note the following;

Orders may be subject to import duties and/or additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price including VAT and the cost of delivery. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxation authority for further information before placing your order.

Please note that when shipping products internationally, you should be aware that cross-border shipments are subject to opening and inspection by customs authorities. Please also note that you must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable for any breach by you of any such laws.

Delivery costs may be higher for wholesale/bulk orders, please ensure you contact us for a quote before placing our order.

### **Within the Middle East**

All orders placed that are to be sent within the Middle East will be sent via a courier delivery service within 1 working day.

Please note the following;

Orders may be subject to import duties and/or additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price including VAT and the cost of delivery. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxation authority for further information before placing your order.

Please note that when shipping products internationally, you should be aware that cross-border shipments are subject to opening and inspection by customs authorities. Please also note that you must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable for any breach by you of any such laws.

Delivery costs may be higher for wholesale/bulk orders, please ensure you contact us for a quote before placing our order.

### **Delivery issues and resolution advice**

As we offer different delivery services there are different ways in which issues are dealt with when it comes to missing orders, please see below for the procedure for each service that must be adhered to in the event of an issue.

### **Standard Royal mail delivery service and Standard Royal Mail Tracked service**

In the event of an issue with a Royal mail delivery we must follow the Royal mail procedure to seek a resolution. The Royal mail state that we are not able to claim for a missing/lost package until 15 days has passed from the date of dispatch. If you have not received an order sent via the Royal mail, please allow 15 days from date of dispatch before contacting us about the issue. When 15 days have passed since the dispatch of your order you must then get in contact with us so we can go ahead and place a claim with the Royal mail for the missing package. Once a claim has been placed the Royal mail are allowed a period of 30 days to come back to us with a decision in regards to the claim. Once a decision has been reached we will then contact you to discuss the decision made.

### **Courier Delivery service**

Courier delivery companies offer a far superior service to that the Royal mail offer but in the event of an issue with a delivery service the resolution process is a lot quicker, delivery issues can be resolved normally within three working days from the dispatch date. If you have a delivery issue for an order sent via a courier service, please notify us straight away so we can start the resolution process.

### **Returns**

E-Cigilicious will accept batteries, clearomizers, wall adapters, usb chargers and car chargers for return if found faulty upon receipt. Returns will only be accepted within 7 days of purchase. You will normally receive a refund within 14 days, less any postage costs. We cannot accept returns on opened / used E-Liquid or mouthpieces due to hygiene reasons. You must inspect the Goods immediately upon receipt and contact E-Cigilicious in writing (email) at the earliest possible opportunity (within 7 working days) if any part of your purchase is faulty / missing. All returns must be sent at the Customer's expense by recorded delivery. If the Customer fails to contact E-Cigilicious within 7 working days, they are deemed to have accepted the Goods.

### **Refunds**

Refunds are not available on items damaged by The Customer. If E-Cigilicious deem The Customer to be responsible for Goods damage, The Customer will be liable for the cost of the Goods and no refund will be offered.

In short;

- No Refund will be given more than 28 days after purchase.

- We cannot give a refund if the product is damaged and this was not reported upon receipt.
- No refund will be given where replacement parts are available.

## **Warranty**

Batteries are covered by a 90-day warranty. Clearomizers / Cartomizers are covered by a 7-day warranty, though they should last 7 – 12 weeks if the maintenance guide is adhered to. The faulty item needs to be returned to E-Cigilicious within 7 days of an initial written complaint. If we're unable to resolve the problem via email the Customer will be authorised to return the goods via recorded mail. Any faulty item returned to us will be tested prior to sending a replacement. Please allow 14 days for a replacement to be issued. Where faulty items are found to be damaged due to the Buyer's negligence, the Buyer will be liable and no replacement will be offered.

## **Privacy**

### **Privacy Policy**

E-Licious Ltd (Registered number 8516782), whose registered office is at 20-22 Wenlock Road, London, N1 7GU, appreciate your trust in us to deal with your private data carefully and sensibly. This notice describes our privacy policy and forms part of our website terms and conditions ("Website Terms").

By accepting our Website Terms or by visiting [www.e-cigilicious.com](http://www.e-cigilicious.com) ("the Website") you accept and consent to the practices described in this Privacy Policy.

E-Licious Ltd guarantees that it will adhere to all relevant rules and regulations set out in the Data Protection Act 1998 and we are committed to giving you a personalised service that meets your needs in a way that also protects your privacy.

When we first obtain Personal Data from you, or when you take a new service or product from us, we will give you the opportunity to tell us if you do or do not want to receive information from us about other services or products (as applicable). You can normally do this by ticking a box on an application form or contract. You may change your mind at any time by emailing us at the address below.

Some of the Personal Data we hold about you may be 'sensitive personal data' within the meaning of the Data Protection Act 1998, for example, information about your health or ethnic origin.

### **1. Collecting Information**

We may collect Personal Data about you from a number of sources, including the following:

**1.1.** From you when you agree to take a service or product from us, in which case this may include your contact details, date of birth, how you will pay for the product or service and your bank details.

**1.2.** From you when you contact us with an enquiry or in response to a communication from us, in which case, this may tell us something about how you use our services.

**1.3.** From documents that are available to the public, such as the electoral register.

## **2. Using Your Personal Information**

**2.1.** Personal Data about our customers is an important part of our business and we shall only use your Personal Data for the following purposes and shall not keep such Personal Data longer than is necessary to fulfil these purposes:

**2.1.1.** To help us to identify you when you contact us.

**2.1.2.** To help us to identify accounts, services and/or products which you could have from us or selected partners from time to time. We may do this by automatic means using a scoring system, which uses the Personal Data you have provided and/or any information we hold about you and Personal Data from third party agencies (including credit reference agencies).

**2.1.3.** To help us to administer and to contact you about improved administration of any accounts, services and products we have provided before, do provide now or will or may provide in the future.

**2.1.4.** To allow us to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information.

**2.1.5.** To help to prevent and detect fraud or loss.

**2.1.6.** To allow us to contact you in any way (including mail, email, telephone, visit, text or multimedia messages) about products and services offered by us and selected partners unless you have previously asked us not to do so.

**2.1.7.** We may monitor and record communications with you (including phone conversations and emails) for quality assurance and compliance.

**2.1.8.** We may check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this.

**2.2.** We will not disclose your Personal Data to any third party except in accordance with this Privacy Policy.

**2.3.** We may allow other people and organisations to use Personal Data we hold about you in the following circumstances:

**2.3.1.** If we, or substantially all of our assets, are acquired or are in the process of being acquired by a third party, in which case Personal Data held by us, about our customers, will be one of the transferred assets.

**2.3.2.** If we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings.

**2.3.3.** We employ companies and individuals to perform functions on our behalf and we may disclose your Personal Data to these parties for the purposes set out in clause 2.1 or, for example, for fulfilling orders, delivering packages, sending postal mail and email, removing repetitive information from customer lists, analysing data, providing marketing assistance, providing search results and links (including paid listings and links) and providing customer service. Those parties are bound by strict contractual provisions with us and only have access to Personal Data needed to perform their functions, and may not use it for other purposes. Further, they must process the Personal Data in accordance with this Privacy Policy and as permitted by the Data Protection Act 1998. From time to time, these other people and organisations to whom we may pass your Personal Data may be outside the European Economic Area. We will take all steps reasonably necessary to ensure that your Personal Data is treated securely and in accordance with this Privacy Policy and the Data Protection Act 1998.

**2.4.** Where you give us Personal Data on behalf of someone else, you confirm that you have provided them with the information set out in this Privacy Policy and that they have not objected to such use of their Personal Data.

**2.5.** In connection with any transaction which we enter into with you:

**2.5.1.** We, and other companies in our group, may carry out credit and fraud prevention checks with one or more licensed credit reference and fraud prevention agencies. We and they may keep a record of the search. Information held about you by these agencies may be linked to records relating to other people living at the same address with whom you are financially linked. These records will also be taken into account in credit and fraud prevention checks. Information from your application and payment details of your account will be recorded with one or more of these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household with whom you are financially linked and for debt collection and fraud prevention. This includes those who have moved house and who have missed payments.

**2.5.2.** If you provide false or inaccurate information to us and we suspect fraud, we will record this and may share it with other people and organisations. We, and other credit and insurance organisations, may also use technology to detect and prevent fraud.

**2.5.3.** If you need details of those credit agencies and fraud prevention agencies from which we obtain and with which we record information about you, please write to our Data Protection Manager at E-Cigilicious, 2-4 Royal Arcade, Cardiff, CF10 1AE

### **3. Protecting Information**

We have strict security measures to protect Personal Data.

**3.1.** We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input.

**3.2.** We reveal only the last five digits of your credit card numbers when confirming an order. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing.

**3.3.** We maintain physical, electronic and procedural safeguards in connection with the collection, storage and disclosure of personally identifiable customer information. Our security procedures mean that we may occasionally request proof of identity before we disclose personal information to you.

**3.4.** It is important for you to protect against unauthorised access to your password and to your computer. Be sure to sign off when you finish using a shared computer.

#### **4. The Internet**

**4.1.** If you communicate with us using the Internet, we may occasionally email you about our services and products. When you first give us Personal Data through the Website, we will normally give you the opportunity to say whether you would prefer us not to contact you by email. You can also always send us an email (at the address set out below) at any time if you change your mind.

**4.2.** Please remember that communications over the Internet, such as emails and webmails (messages sent through a website), are not secure unless they have been encrypted. Your communications may go through a number of countries before they are delivered – this is the nature of the Internet. We cannot accept responsibility for any unauthorised access or loss of Personal Data that is beyond our control.

**4.3.** We may use 'cookies' to monitor how people use our site. This helps us to understand how our customers and potential customers use our website so we can develop and improve the design, layout and function of the sites. A cookie is a piece of information that is stored on your computer's hard drive through your browser, to recognise your browser and which records how you have used a website. This means that when you go back to that website, it can give you tailored options based on the information it has stored about your last visit. You can normally alter the settings of your browser to prevent it from accepting cookies.

**4.4.** If you do not want us to use cookies in your browser, you can set your browser to reject cookies or to tell you when a website tries to put a cookie on your computer. However, you may not be able to use some of the products or services on our website without cookies.

#### **5. Turning Off Cookies in Different Browsers**

**5.0** The Help menu on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie and how to disable cookies altogether. Additionally, you can disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-ons settings or visiting the website of its manufacturer.

## 6. Links

**6.1.** The Website may include third-party advertising and links to other websites. We do not provide any personally identifiable customer Personal Data to these advertisers or third-party websites.

**6.2.** These third-party websites and advertisers, or Internet advertising companies working on their behalf, sometimes use technology to send (or "serve") the advertisements that appear on the Website directly to your browser. They automatically receive your IP address when this happens. They may also use cookies, JavaScript, web beacons (also known as action tags or single-pixel gifs), and other technologies to measure the effectiveness of their ads and to personalise advertising content. We do not have access to or control over cookies or other features that they may use, and the information practices of these advertisers and third-party websites are not covered by this Privacy Policy. Please contact them directly for more information about their privacy practices. In addition, the Network Advertising Initiative offers useful information about Internet advertising companies (also called "ad networks" or "network advertisers"), including information about how to opt-out of their information collection.

**6.3.** We exclude all liability for loss that you may incur when using these third-party websites.

## 7. Further Information

**7.1.** If you would like any more information or you have any comments about our Privacy Policy, please either write to us at Data Protection Manager, E-Cigilicious, 2-4 Royal Arcade, Cardiff, CF10 1AE, or email us at [info@e-cigilicious.com](mailto:info@e-cigilicious.com).

**7.2.** We may amend this Privacy Policy from time to time without notice to you, in which case, we will publish the amended version on the Website. You confirm that we shall not be liable to you or any third party for any change to this Privacy Policy from time to time. It is your responsibility to check regularly to determine whether this Privacy Policy has changed.

**7.3.** You can ask us for a copy of this Privacy Policy and of any amended Privacy Policy by writing to the above address or by emailing us at [info@e-cigilicious.com](mailto:info@e-cigilicious.com). This Privacy Policy applies to Personal Data we hold about individuals. It does not apply to information we hold about companies and other organisations.

**7.4.** If you would like access to the Personal Data that we hold about you, you can do this by emailing us at [info@e-cigilicious.com](mailto:info@e-cigilicious.com) or writing to us at the address noted above. There may be a nominal charge of £10 to cover administrative costs.

**7.5.** We aim to keep the Personal Data we hold about you accurate and up to date. If you tell us that we are holding any inaccurate Personal Data about you, we will delete it or

correct it promptly. Please email or write to us at the addresses above to update your Personal Data.