

TERMS AND CONDITIONS OF USE: YUKO-LONDON WEBSITE

This page (together with the Privacy Policy) tells you the terms and conditions of use on which you make use of our website www.yuko-london.com (the "Website"), whether as a guest or registered user. Please read these terms carefully before you start to use the site. By using the Website, you agree to be legally bound by these terms and conditions of use as may be modified by us from time to time. If you do not agree to these terms you should not use the Website.

1 OUR ADDRESS

www.yuko-london.com is a website owned and operated by Phiten (UK) Limited of Unit 2, 1 Curzon Street, London W1J 5HD. You can contact us by post at the above address, by email at info@yuko-london.com or by telephone on 0207 629 7555.

2 INTELLECTUAL PROPERTY RIGHTS

The Website contains material which is owned by or licensed to Phiten (UK) Limited, including but not limited to the design, layout and graphics. These are protected by intellectual property laws including, without restriction, copyright, trade marks and database rights. You agree not to use any of this material in any form or medium for any purpose (including re-distribution or re-publication to anyone else) without prior written permission from the relevant intellectual property rights owner.

3 ACCESSING THE WEBSITE

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend any service we provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period.

From time to time we may restrict access to some parts of the Website, or our entire site, to users who have registered with us.

If you choose or are provided with a user identification code, password or any other piece of information as part of our security procedures you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password at any time if in our opinion you may have failed to comply with any of the provisions of these terms and conditions of use.

4 DISCLAIMER

Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

Phiten (UK) Limited cannot guarantee that availability of any services or linked services will be uninterrupted, error-free or that any service or the server hosting any service are free from viruses or other forms of harmful computer code.

5 OUR WEBSITE CHANGES REGULARLY

We aim to update the Website regularly, and may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

6 OUR LIABILITY

The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

7 VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

8 LINKS TO OTHER WEBSITES

The Website may link to other websites and services. Phiten (UK) Limited is not responsible for the materials contained in or the availability or content of any of those linked sites or services. Phiten (UK) Limited will not be liable, directly or indirectly, to you or to anyone else for any damage or loss caused

or alleged to be caused by use of or reliance on any content, goods or services available via any linked site or service.

9 VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Website.

10 JURISDICTION AND APPLICABLE LAW AND LANGUAGE

The English Courts will have jurisdiction over any claim arising from or related to a visit to the Website. These terms and conditions of use are governed by and construed in accordance with English Law. All contracts are concluded in English.