



My Chocolate is a trading style of My Chocolate Limited, a company incorporated in England and Wales under number 05421757 whose registered office is situated at 92 Debden Road, Saffron Walden, Essex CB11 4AJ and whose principal place of business is situated at 16-16a Baldwins Gardens, Unit B1, London EC1N 7RJ.

TERMS AND CONDITIONS OF BUSINESS OF USE OF MY CHOCOLATE WEBSITE

Introduction

Please refer to the Legal Notice below for additional contact details of My Chocolate.

Access and use of this website (**Website**) and the goods and services offered by us on or through the Website (**the Services**) is subject to the following terms and conditions of use (**Terms of Use**) in addition to any other terms and conditions which you and we are already otherwise subject to. These Terms of Use govern the relationship between you and us, and you may only use the Website in accordance with these Terms of Use. In these Terms of Use, "**we**", "**us**" and "**our**" means My Chocolate.

Amendments

From time to time, we may modify these Terms of Use and we will endeavour to notify you of any such changes to the Terms of Use. By using the Website, you acknowledge that you have accepted any such changes.

Accuracy of Information

We have made all reasonable efforts to ensure that the information published on the Website is accurate and up to date. However, we make no warranties or representations as to the reliability, accuracy, and completeness of the information on the Website. Certain information on the Website may be provided by third parties and you acknowledge and agree that neither we nor our suppliers have any control over the accuracy or completeness of such third party data.

Liability

The Website and the Services are provided 'as is'. All representations and warranties whether express or implied under law (including, without limitation, any representations or warranties in relation to the content, information, data, services, interrupted use, errors, omissions, delays, termination of services, loss of data for any reason, fitness for purpose, infringement of third party intellectual property rights are hereby expressly excluded to the fullest extent permitted by law. We make no warranties or representations that the Website and/or Services will meet your requirements and needs, or that the Website and/or Services will be timely and error-free.

Nothing in these Terms of Use restricts or excludes our liability to you for death or personal injury caused by our negligence.

Subject to the above, we shall not be liable for any losses, damages, costs, claims, expenses or liabilities whatsoever arising out of or in connection with:

- the acts, errors or omissions of third parties;
- the accuracy or completeness of the Website and/or Services;
- any unavailability of the Website and/or Services;
- any changes or amendments to the type of content on the Website and/or Services provided;
- your failure to ensure the security of your account details; or
- your use of the Website and Services otherwise than in accordance with these Terms of Use.

In no event shall we be liable for any loss of profits or any indirect or consequential loss or damages whatsoever incurred by you or in respect of any claim made against you by any third party in connection with your use of the Website or the Services.

Links To and From the Website

Electronic links to our Website are prohibited without our prior written consent.

Some pages on the Website may contain hypertext links to websites not operated or maintained by us (**Third Party Websites**). You are reminded that when you enter Third Party Websites by means of hypertext links from our Website, you will be subject to the terms and conditions of the Third Party Website you are entering. Similarly, when you enter the Website by means of hypertext links from Third Party Websites, you will be subject to these Terms of Use. Hypertext links to Third Party Websites are provided for your convenience only. You acknowledge and agree that we do not endorse nor are we responsible for nor liable in any way for the information or content displayed on, or software downloaded from, such Third Party Websites and we do not endorse or make any recommendation about products and services that are advertised or promoted on such Third Party Websites.

You will indemnify us, our officers and employees against any action, claim, damages, liability, costs and expenses arising out of:

- i) any use by you of our Website and/or Services whether in breach of these Terms of Use or not; and
- ii) any claim that the uploading, sale, processing, printing or display of any material by you or on your behalf is an infringement of any third party's copyright, trademark, other intellectual property rights or confidentiality (or like) agreements.

Governing Law

These Terms of Use are governed by English law.

In the event of any dispute in relation to the Website, Services or these Terms of Use, we and you agree that the dispute shall be submitted to the exclusive jurisdiction of the English courts.

Intellectual Property

You acknowledge and agree that the Website and the Services together with associated software used in connection their provision contains proprietary and confidential information that may be protected by applicable laws and intellectual property rights. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website and/or Services.

Legal Notice

You agree to be bound by the terms and conditions set out in the legal notice below (**Legal Notice**) which form part of these Terms of Use.

My Chocolate Standard Terms and Conditions of Business

We draw your attention to our Standard Terms and Conditions of Business, a copy of which may be found on this Website.

Acknowledgement

You hereby acknowledge that you have read and understood the Terms of Use and you signify your acceptance of the same by clicking "**I AGREE**".

LEGAL NOTICE

Contact us

My Chocolate Limited
Unit B1, 16-16a Baldwins Gardens
London EC1N 7RJ

Tel: +44 (0) 20 7269 5760
Email: info@mychocolate.co.uk

Definitions

In this Legal Notice, unless the context otherwise requires, words and expressions defined in the Terms of Use shall have the same meanings when used in this Legal Notice.

Copyright

Copyright in the Website and the Services is owned by us or our licensors.

Privacy of Your Information

The following statement explains our policy regarding the personal information we may collect about you.

Your privacy is very important to us. We are committed to protecting your privacy during your visits to our Website and use of the Services and recognise our responsibility to keep the information you provide to use confidential.

What data do we hold about you?

We hold the personal data provided by you during the sale registration process to tailor our service to your specific interests and requirements. We also hold the personal data provided by you in relation to certain services on the Website, so that you do not need to re-enter this data when you next require the service.

Where is your data stored?

All personal data provided by you is held securely and in confidence by us in our computerised and other records. You have a right to inspect the data we hold about you at any time and if you wish to do so, you should "Contact Us". If anything in the data is inaccurate or out-of-date, or if at any time you wish to have your name removed from our database, please let us know and we will amend our records accordingly.

How do we use your data?

The nature of our service means that from time to time we may have to share your personal data with our affiliates who provide the products and services that you request.

It is our policy not to disclose your private information to any third party without your permission or unless we are legally required to do so (by legal or regulatory authorities). We do not rent, trade or sell your private details to other organisations.

In order to improve our service we may use your personal information (including sales information) for marketing and analysis purposes. Generally this information will be used in an aggregated non-personal form. We may from time to time notify you of other products, special offers and services that we feel may be of interest to you.

In addition, when you access our Website, your computer's browser provides us with information such as your IP address, browser type, access time and referring URL which is collected and used to compile statistical data on the use of our Website. This information may be used to help us improve our Website and the services we offer. In the case of fraud or any other illegal activity at this site, this information may be used to assist legal authorities during their investigations.

Our Partners

We reserve the right to transfer your personal data among our affiliated companies and undertakings, to the successors to the relevant portion of any or our business or to independent contractors we engage from time to time, provided that such persons undertake to hold and use such personal data in accordance with the terms of this privacy policy.

Your details may be passed to our strategic partners in order to allow them to process and fulfil your orders and requests on our behalf.

Accuracy and Disclosure

We always endeavour to keep our records as up to date as possible. If you wish to view, amend or correct any information that we hold about you use the "**Contact Us**" link to request any changes. We may ask for proof of identity before revealing or changing any personal information.

Third Party Details

Where you provide details of third parties for order fulfilment, this information will be used solely for the fulfilment of an order or for marketing purposes. If the information is used for marketing purposes, it will only be used in an aggregated non-personal form.

Privacy

If you would like to contact us regarding privacy issues, please e-mail info@mychocolate.co.uk for further information.

Security

All personal and financial transactions are carried out using secure (128 bit) encryption in order to help safeguard your private details. Generally your browser will display a lock symbol whenever the data being transmitted between your browser and our servers is being done so using a secure (SSL) session. We take all reasonable steps to ensure that your personal data is disclosed only to those specified by you. However the Internet is an open system and we cannot and do not guarantee that the personal data you have provided to us will not be intercepted or decrypted by others.

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