# TERMS & CONDITIONS

#### Introduction

Welcome to My Rent A Chair. If you continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern My Rent A Chair relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please refrain from using our website.

The term 'My Rent A Chair' 'us' or 'we' refer to the owner of the website. The term 'you' 'customer' or 'user' refers to the user of our website. This sets out the services you will receive from us.

#### **Third Party**

The use of our service is subject to the following terms of use:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors, and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

## **Using My Rent A Chair**

We are not responsible for any financial losses or any other damages caused whatsoever. When using My Rent A Chair you agree to and understand that you will not:

- Break or violate any laws;
- Post anything that breaks our rules including posting inwebsiteropriate items;
- Sell, rent or sub-license material from the website;
- Replicate, duplicate or copy or exploit any material on our website for commercial purposes;
- Send unwanted or harmful messages, spam, chain mails, viruses, trojans, worms or anything else destructive or unwanted;
- Collect, transfer, share or store any personally identifiable information of any user of the website;
- Infringe any third party right;

My Rent A Chair grant you limited access and use to the website and users must not download, modify or copy any part of our website including information and content. The user agrees not to

collect or store any product information or resell, copy, distribute or sell any part of our website or software.

#### Content

You are completely responsible for the material and content you submit to our website. We are not to be held liable for any content posted nor are we to be held responsible.

We may monitor and record traffic to our website and collect the following information including but not limited to the IP address of your computer and the website which referred you to our website. We do this, so we can make ongoing improvements on our website based on what our customers actions are.

All content including but not limited to pictures, videos and text are copyrighted by My Rent A Chair unless stated. You may not copy, reproduce, distribute or store any material on our website unless given express written permission by us or our affiliates.

Any other products, services, names or logos mentioned on our website may be the trade-marks of their respective owners.

You may not post or make available to the website any material which is already protected by a trade-mark, copyright or other proprietary right without the permission of the owner. You agree to assume sole liability and to indemnify My Rent A Chair for any resulting damage from infringement of any third party's copyrights.

You agree to use our website at your own risk and acknowledge that we supply our services 'as is' and 'with all faults' including all content software, materials, services, functions, and/or information made available to you throughout the website. We re not responsible for any content that you may find undesirable or objectionable. My Rent A Chair disclaims any and all liability arising out of or related to any facts or information of any products or services displayed on our website, including all warranties of any kind. Any damages suffered as a result of the use or inability to use our website or services are at your sole discretion.

Any advice or information given to you by My Rent A Chair or it's employees, partners, affiliates or agents shall not create a guarantee.

#### Compliance

My Rent A Chair is not responsible for you violating any laws while using our website. You must comply with any and all local, provincial or federal laws regarding you use of our website. This includes, but is not limited to, reviews and indications of any local service or establishment.

#### **Limitation of Liability**

My Rent A Chair services and all information, materials, content, products and other services included on or otherwise made available to you through the My Rent A Chair services are provided by My Rent A Chair on an 'as is' and 'as available basis unless other specified.

My Rent A Chair makes no representations or warranties of any kind, express or implied including but not limited to the content, materials, products, software and other services made available to you through My Rent A Chair unless otherwise specified in writing.

My Rent A Chair or any of its affiliates will not be liable for any damages of any kind arising from the use of our services or from any material, products, content or other services made available to you.

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

#### **Updates**

My Rent A Chair reserves the right to update, modify, or terminate the website at any time and at our sole and final discretion. Any changes to these Terms will be displayed in the website, and we may notify you through the website, by email or other communication services. Your continued use of this website indicates you comply with this agreement.

## **Forum for Legal Disputes**

These terms of use shall be governed by the laws of the each country as they apply to agreements entered into and to be performed entirely within each country, without regard to conflict of law provisions.

You acknowledge and agree any claim or dispute you may have against My Rent A Chair must be resolved through provincial or federal courts except that which has been agreed by all parties or as described in the Dispute Resolution section.

## Cancellation

My Rent A Chair may or may not cancel, suspend or revoke access to our website in whole or in part of any reason including non-compliance with these terms of conditions or our Code of Conduct.

As My Rent A Chair provide an online service we do not provide any refunds on any packages purchased.

#### **Personal Information**

We may collect and store your personal information for reasons such as improving our website and making the user experience better. We may use them for advertisement purposes. We will never sell, rent or give your personal data to any third party company without your consent.

If we do, we will only collect personal identification information from users only if they themselves submit such information to us. Users can refuse to supply such information but it may stop them from using certain website or accessing specific parts of our website.

We use information such as Title, Full Name, Address, Phone Number, Email Address. We use this information to allow users to create a profile - This information will be displayed publicly to allow users to find a suitable salon.

We are not to be held responsible for any breaches to our security caused by third party. Keeping your personal information is of the utmost importance to us however we are not to be held liable for any data breaches.

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

If you opt to sign up to our newsletter we may use your email address to send you information about our products or services. You do have the option to opt out of our mailing list and you can ask for personal data to stop being recorded at any time.

We reserve the right to disclose user information and personal information to law enforcement or authorities should we feel the need to.

The user agrees to be bound by the My Rent A Chair privacy policy which are available here.

My Rent A Chair are not liable for any failure or delay in performance or its obligations which is due to the result of any act, event, terrorism act, acts of God, governmental regulations, war, riots, fire, flood or anything else which is beyond our control.

We may suspend your access to our service at any time for any or no reason at all.

#### Spam

My Rent A Chair and its affiliates take spam seriously, and we highly encourage you and our users to report any spam activities to us. We do not tolerate nor allow any one to use any information from the website for sending unsolicited communications of any kind to our users.

You may not harvest, scrape or collect any information regarding any users for your own purposes including commercials purposes and any communication you may receive from us, our partners or affiliates will indicate how you can prevent any further communication including instructions.

### **Force Majeure**

My Rent A Chair are not liable for any failure or delay in performance or its obligations which is due to the result of any act, event, terrorism act, acts of God, governmental regulations, war, riots, fire, pandemic, flood or anything else which is beyond our control.

#### Severability

If any of these terms of use is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these terms will remain in enforceable and in full effect. Either party will not be deemed a waiver of any rights herein.

#### General

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offense.

This website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

We do not accept any liability or responsibility for any delays caused by third parties. Your use of this website and any dispute arising out of such use of the website is subject to the laws of your specific country.

You acknowledge the risks associated with our service and understand the issues that may arise from them. We do not accept any liability for any issues that may arise from the use of our service.

This website is owned and operated by My Rent A Chair

# PRIVACY POLICY

At My Rent A Chair, we are dedicated to safeguarding and preserving your privacy when visiting our website or communicating electronically with us. This Privacy Policy, together with our terms of use, explains what happens to any personal data that you provide to us, or that we collect from you when you are on this website. We do update this Policy from time to time so please do return and review this Policy regularly.

## **Definitions**

My Rent A Chair values your privacy. In the below policies, whenever we use the term "user" or "you" it refers to the person using the website. Whenever we use the term "My Rent A Chair", "we", "this website", it refers to the creators of the website.

The term "Personal Information" refers to information that identifies you personally, alone or in combination with other information available to us. Examples of Personal Information include your name, address, and email address.

## **Information We Collect**

We collect all information you provide us with such as when you register for an account including but not limited to name, address, IP address, insurance, emergency contact, primary physician

name, diagnosis, list of medication, email address, physical address, contact number, and how you use our services.

We also record and collect information when:

- Any survey or form you complete or any customer service you receive.
- Information you provide on any one of our communication channels or third party platforms.

We use the data we collect from you for lawful purposes such as fulfilling our obligations to you under a contract and to keep our records updated and other purposes such as marketing. We will only ever use your data for the purposes which we collect.

We may also use your data in various ways including:

- To manage any questions related to your experience in the event of any queries.
- To contact you with marketing information via email about our content, and services. Marketing emails will only be sent to you if you have agreed to join our mailing list. You have the option to opt-out of this at any time and you have the right to stop us from contacting you for marketing purposes. Our newsletter will contain a link to unsubscribe.
- To contact you about information such as updates required by law, important product warranty or recall.

My Rent A Chair will share your personal information with third parties when applicable such as assessment purposes, but we will only do so if required.

We also use Google Analytics on our website. Google Analytics is an analytics software and helps us to analyze, monitor, and improve our website based on the user's actions. We do this to improve the end-user experience.

Through the use of Google Analytics, we may collect data such as what page you are visiting on our website, how long you spend, and the actions you take on our website.

You have the right to withdraw from any marketing correspondence from us, to do so contact us.

You may be able to choose to register, log-on, or enhance your profile on this website using functionalities provided by a third-party social media platform, such as Facebook. By doing this, you are asking the third-party social media platform to send us information from your profile on that platform. We treat that information as we do any other information you give to us when you register, log-on, or enhance your profile. After you have connected, the third party may also send us additional information from your profile that allows us to offer certain functionalities on the pages you view.

If you register or login into your account using a third party social media service as such Google or Facebook, we will have access to some of your personal information from that service including name and email address. You have the ability to disable the connection between our platform and your third party account at any time.

### **Treatment of Personal Information**

We use your personal information for operating and providing services of My Rent A Chair in relation to the website. We collect, use and may share your personal information but communications on consent for the following purposes:

- To communicate with you regarding information you submit to the website;
- To research, develop, manage, protect and improve those communications;
- To respond to questions and suggestions you submit to the website;
- To advise you about new products and services that may be of interest to you;

In addition, from time to time, we may use your personal information for the following purposes:

- To protect My Rent A Chair and third parties against error, fraud, theft and other illegal activity, and to audit compliance with our policies and contractual obligations;
- To improve your experience while using our websites while also debugging our websites and making sure you receive an optimal experience.
- To understand your preferences, such as to contact and communicate with you and to conduct surveys, research and evaluations; and
- For any other purpose we may indicate to you from time to time.

## **Protecting Your Data**

You should always be wary when sharing your personal data. No one from our company will ever ask you to confirm any bank account or credit card details via email. If you receive an email claiming to be from us asking you to do so, please ignore it and do not respond.

If you are using a device in a known public location, we recommend that you always log out and close the website browser when you complete an online session.

In addition, we recommend that you take the following security measures to enhance your online safety: -

- do not share your password or personal details with anyone.
- when creating a password, use a difficult word/number combination of at least 8 characters and something which is not easily guessable such as name, address or city.
- avoid using the same password for different online accounts.

#### Cookies

My Rent A Chair uses cookies to enhance user experience and for analytics purposes. Cookies are text files that are stored in your browser. This is so we can personalize our website to your needs and remember your preferences.

We also use cookies for analytics purposes, mainly Google Analytics. We use this so we can better understand our users and see how we can improve on our website and provide a better user experience.

Cookies are only stored on browsers for 12 months. Generally, if you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. Although you are not required to accept cookies when you visit this website, you may be unable to use all of the functionality of this website if your browser rejects our cookies.

#### **Third-Party Links**

You may find links to third party websites on our website. These websites should have their own privacy policies which you should check. We do not accept any responsibility or liability for their policies whatsoever as we have no control over them.

## **Email Opt-In**

We use an email newsletter mailing list to inform our customers and subscribers about products or services supplied by this website. You can subscribe by opting in and signing up using your email address. Some subscriptions may be manually processed through a prior written agreement with the user.

Our email marketing campaigns may contain tracking facilities within the actual email. We may track and monitor activities such as the opening of emails, the clicking of links within an email, and the sharing of emails. This information is used to refine future email campaigns and supply the user with more relevant content based on their activity.

If you would like to opt-out of our mailing list then please contact our support team.

## Retargeting

We may use remarketing services to advertise on third party websites (including Google and Facebook) to previous visitors to our website. Remarketing utilizes cookies on the user's computer to serve ads from us.

This could mean if you visit our website to see our services, you may see an ad from us on Facebook. Any data collected are in accordance with our privacy policy and Google/Facebook privacy policy.

#### **Social Media**

Communication, engagement, and actions taken through external social media platforms that this website and it's owners participate in are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively.

Users are advised to use social media platforms wisely and communicate/engage upon them with due care and caution in regard to their own privacy and personal details. This website nor it's owners will ever ask for personal or sensitive information through social media platforms and encourage users wishing to discuss sensitive details to contact them through primary communication channels such as by telephone or email.

This website may use social sharing buttons that help share web content directly from web pages to the social media platform in question. Users are advised before using such social sharing buttons that they do so at their own discretion and note that the social media platform may track and save your request to share a web page respectively through your social media platform account.

#### **Personal Information**

When you use our website you agree to use using and storing your personal information. We may share your personal information with other third-party companies or law enforcement to further check whether your data is correct.

Your personal data is very important to us, and we store your data responsibly. We will never rent, sell, or give your personal data to any third party without your consent.

We also may track the actions you take on our website. We do this so we can better optimize our website.

My Rent A Chair may share your personal information with external third parties such as law enforcement, service providers, affiliates or to comply with any legal requests.

We may store financial details for faster checkout however these are encrypted and secure.

### **Keeping Your Data Secure**

We maintain reasonable administrative, physical, and technological measures to protect the confidentiality and security of Personal Information you submit on or through this website. For example, we use SSL encryption to protect your credit card information as it travels over the Internet. Unfortunately, no website, server, or database is completely secure. We, therefore, cannot guarantee that your Personal Information will not be disclosed, misused, or lost by accident or by the unauthorized acts of others.

# **Rights**

You have the right to ask us not to store or process your personal data for any purposes including marketing purposes. We will inform you if we intend to use your data for such purposes or if we intend to disclose your personal information to any third party for any purpose.

Your account details are kept secure and are never in any circumstances shared with any third party. Once services are complete your details are deleted.

Under the GDPR you have the right to be informed, the right to access your personal data and receive a copy of your personal information. You also have the right to rectify any of your personal data that you may find to be incorrect and the right to remove, delete, and object.

# **Effective Date of Policy**

This policy is effective and current as of May 2022. We may make changes to this policy and process and systems without further warning. We may also update this privacy policy to reflect updates.

Maintaining this privacy policy of customer information is of utmost importance to us and it helps build stronger relationships, goodwill and increase confidence. If you have any questions about this privacy policy you can contact us using the details below: <a href="mailto:lnfo@myrentachair.co.uk">lnfo@myrentachair.co.uk</a>

# **DISCLAIMER**

The information contained in this website is for general information purposes only. The information is provided by My Rent A Chair and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to My Rent A Chair or the information, products, services, or related graphics contained on My Rent A Chair for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website or My Rent A Chair.

None of the material or content should be considered as medical or financial advice and we are not to be held responsible for any financial losses or damages.

Through this website, you are able to link to other websites which are not under the control of My Rent A Chair. We have no control over the nature, content, and availability of those websites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, My Rent A Chair takes no responsibility for, and will not be liable for the website being temporarily unavailable due to technical issues beyond our control.