

LEGAL SECTION

General Terms and Conditions of Use of the Website

Updated to November, 2021

Welcome to www.ajvanush.com website.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE OF THE WEBSITE (HEREINAFTER THE "TERMS OF USE") CAREFULLY BEFORE USING THE WEBSITE.

The Terms of Use govern the access to, and use of, the Website.

Use of the Website implies the full acceptance of these Terms of Use and all guidelines and rules, including but not limited to the Privacy Policy referred to in Clause 10 (below), and acknowledgement of their relevant mandatory nature. You are only authorized to use the Website if you agree to abide by all applicable laws and the terms of these Terms of Use. If you ("User") do not agree to be bound by these Terms of Use and to follow all applicable laws, you should not proceed with using the Services.

AJVANUSH reserves the right, at its sole discretion, to modify these Terms of Use at any time without informing you. All changes will be posted online and continued use of the Website after such modifications constitutes your full acceptance of the revised Terms of Use. If you do not agree with the revised Terms of Use, please stop using the Website.

AJVANUSH takes the security of your personal data very seriously. By using our website, you consent to the collection and use of your personal data and agree that all data provided is correct.

1.0 Imprint

1.1 The Website and its contents are designed, operated and administered by AJVANUSH, a Ghanaian incorporated sole proprietorship with a registered office in Accra Ghana only.

2.0 Intellectual property rights

2.1 The terms "Website" and "Material" refer, respectively, by way of example, to the software design, implementation and use of the Website, the layout, structure and organization of the contents of the Website, and to any Material reproduced therein and / or made available to the public, including in particular the collection and organization of data and information, photographs, images, illustrations, texts, video clips, musical compositions, audio clips, designs, devices, logos, trademarks, distinctive elements so-called trade dress or any other Material

reproduced and / or made available through this Website ("Material").

2.2 All Materials on this Website, in whole and in part, including by way of example trademarks, domain names, designs and models, patents and copyright, are protected and in the sole ownership of AJVANUSH Ghana. All rights are reserved, worldwide.

2.3 All trademarks, trade names, logos and other distinctive designs and signs which are reproduced on the Website, whether registered or not, are trademarks or service marks of AJVANUSH Ghana. All domain names used on the Website and / or connected to it are owned – or used with permission - by AJVANUSH, which manages them on a worldwide basis.

2.4 This Website is solely for private, personal and non-commercial use, and the Material on this Website is presented for information and/ or promotional purposes only.

2.5 It is not permitted to reproduce (except where the reproduction is made for personal non-commercial use), publish, disclose, transmit, make available to the public, republish, distribute, display, remove, delete, add to, or otherwise modify, create and / or use derivative works from, or on any case works inspired to, sell or participate in any sale of this Website, any of the Material in this Website or related software , in whole and / or in part, in any form and / or manner, and for any purpose.

If the downloading or the copying should be permitted by AJVANUSH in writing, the user will not obtain any right, title or interest in any Material or software as a result of any such downloading or copying.

2.6 AJVANUSH is fully committed to maintain, enforce and protect its intellectual property rights throughout the world and to strongly fight against any infringement in order to ensure that its unique designs be strongly preserved and fully respected. Any use which is not expressly permitted by these Terms of Use is prohibited. The lack of any remedy by AJVANUSH whether in court or out-of-court does not mean acquiescence and /or tolerance and / or laches of any violations of these Terms of Use of the Website and / or breach of intellectual property rights of which AJVANUSH has the ownership and / or availability.

3.0 Submitted material

3.1 You acknowledge and agree that any proposals, projects, ideas, concepts, photographs, contributions or any other content and material (with the exception of personal information) disclosed or sent to AJVANUSH through this Website or by other means (" Submitted Material")is not considered confidential. By submitting the Submitted Material you grant to AJVANUSH a royalty free, non-exclusive, worldwide right to copy, reproduce, publish, disclose, distribute or otherwise use, in whole or in part, the Submitted Material, for the entire term of protection thereof, for advertising, promotional or product development purposes.

3.2 AJVANUSH is not required or will not be required in the future to:

- (i) keep any Submitted Material confidential;
- (ii) pay compensation for any use of the Submitted Material or in connection to it;
- (iii) respond to the submission of Submitted Material and / or confirm the relevant receipt.

3.3 You declare and warrant that the Submitted Material does not violate any rights of third parties arising from the law and / or contract, including, by way of example, the rights related to the author, trademarks, patents, trade secrets, confidentiality and any other proprietary or personal rights.

3.4 By submitting the Submitted Materials, you acknowledge the right, but not the obligation, of AJVANUSH to copy, reproduce, publish, disclose, distribute or otherwise use such Submitted Material, or any part thereof, for any purpose, including, by way of example, advertising, promotional, product development or other commercial purposes, without in any case granting you or any third party the right to any compensation. You are and will be fully responsible for the content of any Submitted Material.

3.5 AJVANUSH retains the right to reject or delete any Submitted Material for any or no reasons, including Submitted Material that in our judgment violates these Terms of Use or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity.

4.0 Links to other sites

4.1 This Website may contain links to other websites. AJVANUSH has no control over such websites and will not be responsible or liable for any accessibility of third party websites or for their content.

4.2 Hyperlinks to other websites and references to information, products or services of third parties linked to this Website do not constitute, and should not be interpreted, in any way, as an endorsement by AJVANUSH of such websites, information, products or services. Any question or comment related to these websites must be addressed to the relevant operators.

4.3 You are not permitted to frame this Website on any other website or to link to any part or section of the Website and / or to the Material, in whole or in part, without prior written consent of AJVANUSH

5.0 YOUR RESPONSIBILITIES

5.1 You agree not to post or transmit to the Website any material which:

- is threatening, defamatory, obscene, offensive, indecent, pornographic, abusive, discriminatory, liable to incite hatred, is in breach of confidence, or privacy, or is proprietary;
- is not properly licensed for use on this Website;
- violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person;
- constitutes or encourages an illegal act -- including criminal or civil liability, or acts which are otherwise prohibited by the law of any relevant country in the world;
- infringes on the rights of a third party in any country in the world;
- has the potential to cause technical damage to the Website, or the equipment of other users of the Website (including, without limitation, viruses, trojans, worms, corrupted data or other malicious data or code).
- You agree to not attempt to "hack" the Website or any other websites you do not own. This includes without limitation, trying to guess users passwords, "phishing", accessing "hidden" URLs, attempting to trigger remote code for the purpose of accessing data or material you would not otherwise have access to.

6.0 Authenticity of products branded "AJVANUSH"

6.1 The products branded "AJVANUSH" promoted through the Website are made with the finest materials, and they are all MADE IN GHANA.

7.0 Online Account

7.1 When you create an account on AJVANUSH website, you must provide true and accurate information.

7.2 You must keep all your personal information confidential, as we are entitled to assume that the person using these details is you.

7.3 Using another person's details as your own is highly unacceptable by AJVANUSH, and we reserve the right to close your account should you be using multiple IP's in order to distribute our products in any way.

8.0 Placing Your Order

8.1 You may place an order with AJVANUSH by completing the order form on the Website and proceeding to submit the order.

8.2 By placing an order, you make an offer to us to purchase the shoes you have designed, or other product you have selected, based on these Terms of Use.

8.3 Information contained on the Website constitutes an invitation to treat. No information on the Website constitutes or should be deemed as an offer by us to supply any products, however AJVANUSH will make every effort to supply the shoes and other products you have selected for purchase.

9.0 Product Availability

9.1 AJVANUSH aims to provide accurate stock availability, however we will not be held liable for any mistakes or omissions regarding product availability.

10.0 Terms of Sale

10.1 By placing an order with AJVANUSH online, you are offering to purchase our products subject to our Terms of Use.

Dispatch time may vary depending on the availability of raw materials and/or duration of production.

11.0 Delivery

11.1 AJVANUSH is exempted from all liabilities the moment products are transferred to the delivery company.

11.2 Customers are liable for any casualties resulting from the provision of false and/or inaccurate details.

11.3 AJVANUSH shall not be held liable for any losses, damages costs, charges, expenses arising from late delivery.

12.0 Circumstances Beyond Our Control

12.1 AJVANUSH shall not be liable for any delay in performing any of its obligations under these Terms of use if such delay is caused by circumstances beyond the reasonable control of AJVANUSH, and AJVANUSH will be entitled to a reasonable extension of time for the performance of such obligations.

13.0 PAYMENT

13.1 If you decide to purchase a pair of shoes or other product from AJVANUSH website, you agree to promptly pay the associated fee.

13.2 If you make any purchase on our website, you agree to pay any additional charges relating to currency conversion fee, foreign transaction fee and/or processing fee by your bank, credit card provider or financial institution.

13.3 You acknowledge that if you trigger a "chargeback" through your credit card provider we reserve the right to no longer conduct business with you.

14.0 Exclusion of warranties

14.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WEBSITE, ITS CONTENTS AND SERVICES ARE PROVIDED FREE OF CHARGE ON AN "AS IS" AND "AS AVAILABLE" BASIS. AJVANUSH PROVIDES NO WARRANTY OR GUARANTEE IN CONNECTION WITH THIS WEBSITE, ITS CONTENT OR SERVICES, INCLUDING, BY WAY OF EXAMPLE, THAT IT WILL ALWAYS BE AVAILABLE, WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING, OR THAT IT WILL BE SAFE FROM MALICIOUS PROGRAMS (SUCH AS VIRUSES, BUGS, MALWARE OR SIMILAR), OR THAT IT IS SUITABLE FOR ANY PARTICULAR PURPOSES, AND EXPRESSLY DECLINES ANY SUCH WARRANTIES.

14.2 AJVANUSH WORKS TO ENSURE THAT THE INFORMATION MADE AVAILABLE THROUGH THE WEBSITE IS ACCURATE AND UP TO DATE. HOWEVER AJVANUSH CANNOT GUARANTEE THE ACCURACY OF SUCH INFORMATION OR THAT SUCH INFORMATION IS FREE FROM ERRORS OR OMISSIONS AND AJVANUSH MAKES NO WARRANTY, AND SHALL HAVE NO LIABILITY, IN RESPECT OF THE SAME. AJVANUSH RESERVES THE RIGHT TO UPDATE AND/OR CORRECT THE CONTENTS OF THE WEBSITE AT ANY TIME WITHOUT NOTICE AND WITHOUT ANY LIABILITY.

15.0 Limitation of liability

15.1 SOME COUNTRIES DO NOT ALLOW ALL OR PART OF THE FOLLOWING LIMITATIONS OR EXCLUSIONS OF LIABILITY AND, IF REQUIRED BY APPLICABLE LAW, THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

15.2 AS THE SERVICE IS PROVIDED FREE OF CHARGE, YOU ARE RESPONSIBLE FOR EVALUATING THE INFORMATION AND CONTENT OBTAINED THROUGH THE WEBSITE. BY USING THE WEBSITE YOU UNDERTAKE ALL RISKS CONNECTED TO THE RELEVANT USE AND TO TAKE FULL RESPONSIBILITY FOR ANY FAILURE IN THE USE, LOSS OF DATA AND COSTS ASSOCIATED WITH ALL NECESSARY

SERVICE AND MAINTENANCE OF HARDWARE AND / OR SOFTWARE USED IN CONNECTION WITH THE WEBSITE.

15.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ALSO UNDERTAKE NOT TO HOLD US, OUR LICENSORS, SERVICE PROVIDERS, AGENTS, OFFICERS, OR DIRECTORS, LIABLE, IN ANY WAY, FOR ANY POSSIBLE DAMAGES INCLUDING WITHOUT LIMITATION to DIRECT OR INDIRECT DAMAGES OF ANY KIND, LOSSES OR EXPENSES ARISING OR RESULTING FROM THE USE OF THIS WEBSITE, THE SERVICES, ITS CONTENTS OR RELATED TO IT, OR ANY LINKED SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF THEY ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

16.0 Indemnity

16.1 If permitted under applicable law, you agree to indemnify and hold us, and each of our subsidiaries and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website and the Services in violation of these Terms of Use and/or arising from a breach of these Terms of Use and/or any breach of your representations and warranties set forth herein and/or if any Submitted Material that is transmitted through the Services causes our liability to a third party.

17.0 Governing Law

17.1 These Terms of Use and any non-contractual obligations arising out of or in relation to the Terms of Use shall be governed by and will be interpreted in accordance with Ghanaian laws **ONLY**. All disputes arising out of or relating to these Terms of Use or any non-contractual obligations arising out of or relating to the Terms of Use shall be submitted to the exclusive jurisdiction of Ghanaian courts.

18.0 Privacy

18.1 At AJVANUSH, the importance of protecting your privacy is paramount. We promise to do everything in our power to ensure you shop with us with confidence.

This document describes how we collect, use, disclose and safeguard your personal information.

18.2 WHAT IS PERSONAL INFORMATION?

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable whether the information or opinion is true or not, and whether the information is recorded in a material form or not.

18.3 HOW WE COLLECT PERSONAL INFORMATION

We strive to only collect personal information necessary to conduct business as a premier retailer of bespoke women's shoes.

The type of personal information we collect may include:

- your full name and contact details (such as phone and email),
- the name, address and contact details of the person who will take delivery of the product,
- your billing information,
- sizing measurements, and
- any personal information you disclose to us when you complete an online form on our website www.ajvanush.com("Website").

18.4 USING AND DISCLOSING YOUR PERSONAL INFORMATION

Any personal information which is collected will be used and disclosed only to provide you with the products and services you've requested, or otherwise to carry out our business including communicating information about our products and services to you.

We will not under any circumstances disclose information about you to a third party unrelated to our business, unless such a disclosure is authorised or required by law, or you have expressly consented to such a disclosure.

18.5 ACCESSING AND EDITING YOUR PERSONAL INFORMATION

We will take all reasonable steps to ensure any personal data we collect, use or disclose is up to date and accurate.

Your personal information is accessible and editable by logging in to your AJVANUSH account. You may log in and edit this information at any time.

18.6 SECURING AND STORING YOUR PERSONAL INFORMATION

We are committed to maintaining the confidentiality of the information you have provided to us and we take all reasonable precautions to protect your personal information from unauthorized use or alteration.

Your personal information may be stored by us both electronically and in hard copy form. We take all necessary measures to ensure the security of your information in both these forms.

18.7 DISCLOSURE TO OTHER ENTITIES

We may, in the course of providing products and services, disclose personal information to other entities.

18.7 CHANGES TO OUR PRIVACY POLICY

From time to time it may be necessary for us to revise our privacy policy. Any changes will be made in accordance with the necessary laws in Ghana. We may notify you about changes to this privacy policy by posting an updated version on our Website.