

Terms and Conditions

By visiting the website www.heirloombespoke.com, hereafter referred to as *The Website*, all or any Heirloom & Bespoke services or products, you consequently agree to the terms and conditions mentioned herein, as such is required for the services to function. Entering into an agreement is legally binding and required by law in the geographic locations that *Heirloom & Bespoke* operate in. If you do not wish to enter into such an agreement, you should cease to navigate *The Website*, utilise any of the services coherently connected to the company Heirloom & Bespoke. However, despite being able to stop using our services, the paragraphs §2, §3, §4 and §5, regarding the products sold on *The Website* or elsewhere, is agreed to upon purchase and indisputable hereon-after, as such agreement is irrevocable as product is delivered to consumer.

Heirloom & Bespoke, subsequently abbreviated to *H&B*, retains the right to change, adapt, delete and add to this document and its included paragraphs. In doing so, *H&B* is not obligated to notify any users of *The Website*, or customers in general, nor any previous customers prior to the change, however they will be notified in the immediate following days when visiting *The Website* or partaking in any form of communication with *H&B*.

The following agreement, comprised of terms and conditions, describes the customers, and thus inherently users of *The Website*, and their relation to *H&B*.

We wish to inform any potential customer, current customer or previous customer, that any terms and conditions included within this document is, as previously mentioned, legally binding. It is also ad rem, or pertinent to know, that any agreement; written or verbal communication, can be used in a court of law, and such customer can and will be held legally accountable in a premeditated financial loss for *H&B*. A breach of this agreement will result in permanent banning of access to *The Website* and the services thereof. *H&B* is subject to the law of Denmark, a country located in the geographical region of Europe, which is also a member of The European Union, and as such *H&B* is also subject to several laws dictated by the EU. Any disputes with any *H&B* employee, supervisor or management, individual people or as a group, will be subject to the law of Denmark.

H&B can not be held accountable for any misspelt words or otherwise incorrect wording that may or may not exist in this legally binding document.

§1 Account

§1.1 *H&B* retains the right to deny access of a user account, as well as alter information associated with the account.

§1.2 *H&B* retains the right to change what information is needed to maintain a user account, and can terminate such account at the user's denial of providing such information.

§1.3 *H&B* retains the right to change, add or remove requirements for user account creation at a moment's notice.

§1.4 *H&B* retains the right to access and store the data of any user in accordance with the GDPR, or General Data Protection Regulation.

§2 Purchase and Delivery

§2.1 *H&B* utilises PayPal for secure online payments. PayPal is a trusted and reliable supplier of payment solutions. *H&B* accepts whichever payment type is selectable and available through PayPal at time of purchase.

§2.2 Production, and possibly shipping of products, will only take place after the funds are accessible through our bank accounts.

§2.3 Other payment methods might be available at other times, but will only be accepted if written acceptance is given through *The Website* or other official *H&B* communication.

§2.4 It is the customers responsibility to supply a correct delivery and billing address, as well as up to date contact information.

§2.5 Freight, and thus lead time, delivery date et cetera will vary depending of region of purchase, day of month, potential holidays or other aspects such as described in the *Force Majeure* of this legal document. *H&B* cannot be held accountable for any unforeseen delays.

§2.6 *H&B* retains the right to access and store the data from the external delivery courier and other peripheral links in the process of delivery.

§3 Right of Cancellation

§3.1 As *H&B* is the manufacturer of bespoke, custom clothing and accessories with relation herein, the Right of Cancellation is automatically withdrawn immediately as production begins.

§4 Disclaimer

§4.1 How a product from *H&B* is used and cared for, is up to the individual customer. Heirloom & Bespoke cannot be held accountable for any misuse, intentional or not.

§5 Force Majeure

§5.1 Neither party shall lose any rights hereunder or be liable to the other party for damages or losses (except for payment obligations) on account of failure of performance by *H&B* if the failure is occasioned by war, strike, fire, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence or intentional conduct or misconduct of *H&B* and such party has exerted all reasonable efforts to avoid or remedy such force majeure; provided, however, that in no event shall a party be required to settle any labor dispute or disturbance.

§6 Privacy, Cookie and Other Policies

§6.1 Cookies are used in the general functioning of *The Website*, and as such cannot be denied by the user, if the user continues to use the website. To deny the use of cookies on your device, simply do not create a user account and disconnect from *The Website* instantaneously.

§6.2 *The Website* uses SSL encryption, otherwise known as Secure Socket Layer, which ensures a connection as secure as possible with current technology. Databases will be encrypted and information stored, that was meant to be used as keys to grant access, is not stored in plain text but instead computer generated values through hashing algorithms.

§6.3 According to the Privacy Act, you retain the right to request any information accessible and/or stored by *H&B*. To claim your right, please contact us through proper means (contact information listed on *The Website*). In the event that any information is wrong, you can demand the information corrected or deleted entirely.

§6.4 The data of *The Website* itself, as well as all data stored in our database is hosted by One.com A/S, which according to their Privacy Policy (external reference: <https://www.one.com/en/info/privacy-policy>) is not accessible or readily available by any employee of theirs.

§7 Terms of Use

§7.1 No individual is permitted to copy, clone or otherwise redistribute part of *The Website*, sales material or other products of *H&B*, nor its entirety, without the written consent of *H&B*.

§7.2 No individual may attempt to gain access to administrative sections of *The Website*, nor other systems set in place by *H&B*, and such individuals, who do attempt, will be legally prosecuted.

§7.3 No individual must attempt to intercept information from and to *H&B* and its servers.