

## **LEGAL**

### **L-1. Agreement between the Customer and Uemura Ltd.**

This Website is offered to you, the Customer, by UEMURA LIMITED, whose registered office is at 25th Martiou, #28, 102, 1087, Nicosia, Cyprus and whose domicile for tax purposes is also in the same location, T.I.N number 10391455M, European VAT number and EORI : CY 10391455M. Uemura Ltd was registered with the number HE391455 on 23th November 2018. Use of the website implies acceptance without modification of all the clauses contained in the General Terms and Conditions of Use of the Website. By using this website, you agree to these terms and conditions. Should you not agree or accept these Conditions, you will not be authorised to use this Website.

UEMURA LIMITED may modify these Conditions and Terms of Use of the Website at any time and your continued access and use of this Website implies the full acceptance of the modifications made to them.

### **L-2. Use of the website**

As part of the agreement of your use of this Website, you warrant that *(i)* you are at least eighteen (18) years old; *(ii)* you have the legal capacity to establish a binding legal obligation; *(iii)* you will use this Website in accordance with this Agreement; *(iv)* you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorised to act; *(v)* you will inform such other persons about the terms and conditions that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto; *(vi)* all information supplied by you on this Website is true, accurate, current and complete.

The Google® Translate tool may be available on this Website to enable you to translate content such as user-generated hotel reviews. The Google® Translate tool uses an automated process to translate text and this may result in inaccuracies. Your use of the Google® Translate tool is entirely at your own risk. UEMURA LIMITED does not warrant or make any promises, assurances or guarantees as to the accuracy or completeness of the translations provided by Google® Translate.

### **L-3. Privacy Policy**

UEMURA LIMITED is committed to the protection of your privacy. You can find our Privacy Policy by clicking [here](#). This policy will be applicable to all information provided by our Customers on the Website.

### **L-4. Copyright and trademark policy**

All contents in this Website are property of UEMURA LIMITED All rights reserved. UEMURA LIMITED is not responsible for content on websites operated by parties

other than UEMURA LIMITED.

Other logos and product and company names mentioned herein may be the trademarks of their respective owners.

If you become aware of an infringement of our trademark, please let us know by sending an email to [info@uemura.eu](mailto:info@uemura.eu).

#### **L-5. Changes in terms and conditions**

UEMURA LIMITED reserves the right to change its General Terms and Conditions of Use of the Website and Privacy Statement at any time, at its sole discretion. Your continued access or use of this Web Site and the Services from the date they are posted on this Web Site signifies your acceptance of the Agreement to replace, update or modify the aforementioned General Terms and Conditions of Use of the Website and Privacy Statement.

#### **L-6. General**

This Agreement is governed by the laws of Cyprus. Customer submits to the exclusive jurisdiction of the courts of Cyprus in all disputes arising out of or relating to the use of this Web Site. Use of this Web Site is unauthorised in any jurisdiction that does not give effect to all provisions of this Agreement, including, without limitation, this paragraph.

You agree and consent specifically to UEMURA LIMITED the right to assign, convey, subcontract or delegate rights, duties or obligations hereunder. You agree that no joint venture, partnership, or employment relationship exists between you and UEMURA LIMITED as a result of the Agreement or use of this Website.

Our performance of these General Terms and Conditions of Use of the Website is subject to existing laws and legal process, and nothing contained herein limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to a User's use of this Website, or information provided to or collected by us on this Website.

If any part of these General Terms and Conditions of Use of the Website is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Our failure or delay in enforcing any provision of these General Terms and Conditions of Use of the Website at any time shall not waive our right to enforce the same or any other provision now or in the future.

The General Terms and Conditions of Use of the Website (and any other terms and conditions or policies referenced herein) constitutes the entire agreement between you and UEMURA LIMITED with respect to this Website, our services and your dealings and relationships with us, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us. A printed version of the General Terms and Conditions of the Website and of any

notice given in electronic form shall be admissible in judicial or other administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Fictitious names of companies, products, people, characters, and/or data mentioned on this Website are not intended to represent any real individual, company, product, or event.

Any rights not expressly granted herein are reserved.

## **BEFORE ORDERING**

Every item you find on the Uemura website belongs to Uemura. Uemura Website is an e-commerce website, not a marketplace.

We buy our own products from official stores of the brands we offer, there is no third party, so we can guarantee authenticity and quality conditions.

## **CHECKOUT AND PAYMENT**

### **CP-1. General**

Your country of residence determines their own particular customs regulations that might prevent you from being able to order certain items. In some cases, restrictions can apply to the materials used in the production of certain items.

For example, customs restrictions may be applied to:

- Exotic leather
- Furs
- Pearls
- Sunglasses
- Children's items

### **CP-2. Customs, Fees & VAT**

Duties and taxes will vary according to the type of item being imported and the country the item is being imported into and can include any of the following:

- Customs Duties
- Import VAT
- Handling fee

Customs duties are a type of tax applied to goods being imported into a country. These duties will vary according to:

- The type of item being imported
- The country the item is being imported into

This means that any customs duties will be specific to each individual order placed.

Wherever possible, customs duties are clearly listed with any shipping, handling or authentication fees during the checkout process under 'Import Duties and Taxes.'

Duties and taxes are calculated using the customs value. The customs value of an item is made up of the following elements:

The price of the item + shipping fees + Authentication fees, minus any applicable offer or voucher.

Import VAT is a fixed government tax on items being imported into a country. The import VAT applied, if any, will be the VAT rate of the country into which the item is being imported.

Import VAT is calculated on the customs value + customs duties of the item as explained above.

If a shipping company has asked you to pay additional customs fees, please contact us.

### **CP-3. Paying for your order**

Payment for your item on Uemura is simple and secure, however you choose to pay. Checkout is powered by Stripe.

We currently accept:

- Visa
- Mastercard
- American Express
- Unionpay
- GPay
- Bank Transfers

Uemura will not keep any data regarding your bank card.

#### **CP-4. Currency converter**

If a currency converter is available on the Website, the following terms and conditions apply: Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes are not updated every day. Check the date on the currency converter feature for the day that currency was last updated. The information supplied by this application is believed to be accurate, but UEMURA LIMITED and/or our respective suppliers do not warrant or guarantee such accuracy. When using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates. We do not authorise the use of this information for any purpose other than your personal use and you are expressly prohibited from the resale, redistribution, and use of this information for commercial purposes.

#### **CP-5. Bank and credit card fees**

Some banks and credit card companies charge their clients for international transactions. If you book abroad with a card from your country, your bank may charge you in your local currency and charge a conversion fee. This means that the amount listed on your credit or debit card statement may be a different figure than the figure shown on the billing summary page for a payment made on the Website. The currency exchange rate, if applicable, and any transaction fee are determined solely by the bank or other agency processing the transaction. These fees may be applied by the card issuer as a charge to the card holders account. If you have any questions about these fees or any exchange rate applied to your order, please contact your bank.

## **SHIPPING AND DELIVERY**

The shipping fee is included in the price displayed.

If you are absent or miss the delivery of your item, the carrier will contact you to let you know the next steps. Depending on the carrier, they may advise you that you can:

- Collect the parcel from the nearest post office or a collection point within 10-15 days
- Rearrange a delivery window during which they can successfully deliver the item
- Select a new delivery address or collection point

If your order has been lost by the carrier, We know it can be frustrating waiting for an item to arrive, and will do everything we can to resolve any problems with delivery, and we will look into the situation for you with the shipping company.

The carrier may contact you to confirm some further details. This is a process undertaken by the carrier and is unfortunately beyond our control.

## **RETURN POLICY**

Items purchased cannot be returned or exchanged unless there is a mistake from our side: colour, size, type, damages, or if it does not match the description.

In this case, a refund will be issued. You should receive your refund within 5 working days.

We process refunds to the same payment method you used to place your order, so it reaches you as quickly as possible.

Once a refund has been processed, you will see it reflected within 5 working days - though this may be shorter depending on your payment method.