

## Terms of Service

The Terms of Service (the “ToS”) is a binding contract between you, an individual user (“you”) and eat-live-sleep.com Ltd, company number 09000924 incorporated in England and Wales . (“ELS”, “us” or “we”) governing your use of the ELS website (the “Website” or the “Service”). BY ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE ToS IF YOU DO NOT AGREE, THEN YOU MAY NOT USE THE SERVICE.

- **Summary of Material Terms.**

- Changes to the ToS. We may revise the ToS at any time by posting an updated version You should visit this page periodically to review the most current ToS, because you are bound by it Your continued use of the Service after a change to the ToS constitutes your binding acceptance of the ToS.
- Eligibility If you are using the Service on behalf of a company, entity, or organization (each a “Subscribing Entity”), then you represent and warrant that you: (i) are an authorized representative of that Subscribing Entity with the authority to bind such entity to the ToS and (ii) agree to be bound by the Tos on behalf of such Subscribing Entity.
- Minors The Service is available only to, and may only be used by, individuals who are 18 years of age and older, and who can form legally binding contracts under applicable law. By registering with the Service, you represent and warrant that you are at least 18 years old and that all registration information you submit is accurate and truthful. We may, in our sole discretion, refuse to offer access to or use of the Service to any person or entity and change the eligibility criteria at any time. This foregoing is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

- **Registration and Eligibility.**

- Account Types and Registration Anyone may browse the public-facing pages of the Service and take a style quiz, but in order to become a Client or Designer, you must create an account.
  - Client To become a Client, you must provide your post code, phone number, email address, name and a username and password You may also register by connecting to your social network You will also take a style quiz (to help us determine your preferred design styles) and select from a variety of design packages which will include a concept board, room plan, shopping list and styling instructions.
- Account Security Your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party As you will be responsible for all activity that occurs under your access credentials, you agree to use reasonable efforts to prevent unauthorized access to or use of the Service and to preserve the confidentiality of your username and password, and any device that you use to access the Service You agree to notify us immediately of any breach in secrecy of your log-in information If you have any reason to believe that your account information

has been compromised or that your account has been accessed by a third party, you agree to immediately notify ELS by e-mail to [info@eat-live-sleep.com](mailto:info@eat-live-sleep.com) You will be solely responsible for the losses incurred by ELS and others due to any unauthorized use of your account.

- **Content You Submit.**

- Your Content. If you are a Client, you may be able to create, post, or share content, such as pictures of your space, floor plans and household objects ("Client Content")

- **Fees; Payments.**

- Clients.
  - Fees. The fee (the "Fee") to be charged to Clients for each Design Package will be set forth on the Service The Fee is due and payable in advance of Client's initiation of a Project.
  - Payments. The Service currently uses third parties to process payments Our third-party payment processors accept payments through various credit cards, as detailed on the applicable payment screen All monetary transactions on the Service take place in British Pounds.
  - VAT All prices published on the website are exclusive of VAT.
  - Taxes are responsible for determining and paying any other appropriate government taxes, fees, and service charges resulting from a transaction occurring through the Service, except for taxes on ELS's income We are not responsible for collecting, reporting, paying, or remitting to you any such taxes, fees, or service charges, except as may otherwise be required by law.
  - Refunds The Service will offer any Client a full refund for a Design Package before the Client approves a design. In order to process a refund, we will require the Client to speak with us via phone about the designs the Client received.

- **Your Use of the Service and Service Content.**

- Your right to use the Service is a privilege, not a right, and is expressly conditioned on the following:
  - You may access the Service solely as intended through the provided functionality of the Service and as permitted under the ToS.
  - You agree not to copy, reproduce, distribute, publish, display, perform, transmit, stream or broadcast any part of the Service without ELS's prior written authorization, including, by way of example and not limitation, by doing or engaging in any of the following without ELS's express written consent:
    - altering, defacing, mutilating or otherwise bypassing any approved software through which the Service is made available; and
    - using any trademarks, service marks, design marks, logos, photographs or other content belonging to ELS or obtained from the Service.
  - You agree not to bypass, circumvent, damage or otherwise interfere with any security or other features of the Website designed to control the manner in which the Service is used, harvest or mine Service Content from the Service,

or otherwise access or use the Service in a manner inconsistent with individual human usage.

- You agree not to undertake, cause, permit or authorize the translation, reverse engineering, disassembling or hacking of any aspect of the Service, including any Service Content available on or through the Service, or attempt to do any of the foregoing, except and solely to the extent permitted by the ToS, the authorised features of the Service, or by law, or otherwise attempt to use or access any portion of the Service other than as intended by ELS.
- You agree not to use, display, mirror, frame or utilize framing techniques to enclose the Service, including any Service Content available on or through the Service, or any portion thereof, through any other application or website, unless and solely to the extent ELS makes available the means for embedding any part of the Service or Service Content.
- You agree not to access, tamper with, or use non-public areas of the Service, ELS's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of ELS's providers.
- You agree not to harass, abuse, harm or advocate or incite harassment, abuse or harm of another person or group, including ELS employees and other users.
- You agree not to provide any false personal information to ELS or any other user, or create a false identify or impersonate another person or entity in any way.
- You agree not to create a new account with ELS, without ELS's express written consent, if ELS has previously disabled an account of yours.
- You agree not to solicit, or attempt to solicit, personal information from other users.
- You agree not to restrict, discourage or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of such person, or collect information about users.
- You agree not to use the Service, without ELS's express written consent, to communicate or facilitate any commercial advertisement or solicitation, except as expressly permitted in the ToS.
- You agree not to gain unauthorized access to the Service, to other users' accounts, names or personally identifiable information, or to other computers or websites connected or linked to the Service.
- You agree not to post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service.
- You agree not to interfere with or disrupt the Service, or networks or servers connected to the Service, or violate the regulations, policies or procedures of such networks or servers.

- You agree not to violate any applicable federal, state or local laws or regulations or the Tos.
- You agree not to assist or permit any persons in engaging in any of the activities described above.
- **Consent to Use of Data.**
- You agree that ELS may collect and use technical data and related information, including, but not limited to, UDID, contacts, usage data, location and other technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Service, and to anonymously track and report your activity inside of the Service, including for analytics purposes.
- **The Service, Service Content, and the media and materials**
- contained therein, including all intellectual property rights therein, are the sole and exclusive property of ELS expressly granted to you under the ToS, no other rights, licenses, or immunities are granted or will be deemed to be granted to you under the ToS, either expressly, or by implication, estoppel or otherwise.
- **We appreciate hearing from our users**
- and welcome your comments regarding the Service Please be advised, however, that if you send us creative ideas, suggestions, inventions, or materials ("Creative Ideas"), we will:
  - own, exclusively, all now known or later discovered rights to the Creative Ideas;
  - not be subject to any obligation of confidentiality and will not be liable for any use or disclosure of any Creative Ideas; and
  - be entitled to unrestricted use of the Creative Ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.
- **Consequences of Violating These Terms.**
- We reserve the right to suspend or terminate your account and prevent access to the Service for any reason, at our discretion We reserve the right to refuse to provide the Service to you in the future ELS may review and remove any of Your Content at any time for any reason, including activity which, in its sole judgment: violates the ToS; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, Users of the Service You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of the ToS and your use of the Service.
- **ELS's Liability.**
  - Changes to the Service We may change, suspend, or discontinue any aspect of the Service at any time, including hours of operation or availability of the Service or any feature, without notice or liability.
  - User Disputes We are not responsible for any disputes or disagreements between you and any third party you interact with using the Service (including, without limitation, Retailer and third party partners (including furniture or design item suppliers). However, to the extent disputes between users arise in connection with the use of the Service, ELS reserves the right,

in its sole and exclusive discretion, to mediate between the subject users to an effort to resolve the dispute. This includes disputes between Clients and Retailers. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You release ELS of all claims, demands, and damages in disputes among users of the Service. You also agree not to involve us in such disputes. Use caution and common sense when using the Service. If you participate in an Installation, you are solely responsible for your interactions with other Users.

- Content Accuracy We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Service, including Designs. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the Service. Use the Service at your own risk.
- Third-Party Websites The Service may include links to third party websites and applications. You are responsible for evaluating whether you want to access or use them.
- We make no promises and disclaim all liability of specific results from the use of the Service.

**The ToS is effective until terminated by you or ELS**

- Your rights under the ToS will terminate automatically without notice from ELS if you fail to comply with any term(s) of the ToS (including by violating any license restriction provided herein).
- **“Released Parties” include ELS and its affiliates, officers, employees, agents and partners.**
- YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SERVICE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) THE RELEASED PARTIES MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, INCLUDING DATA, WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY GOODS, DATA OR SERVICE AVAILABLE ON THE SERVICE WILL MEET YOUR EXPECTATIONS AND, (iv) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; AND (C) ANY MATERIAL OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE USE OF ANY SUCH MATERIAL.
- **Limitation of Liability.**

- YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE RELEASED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ELS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM, OR AS A RESULT OF THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY USER OR THIRD PARTY ON THE SERVICE; (v) YOUR RELIANCE ON CONTENT OR DATA MADE AVAILABLE BY US; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- **You agree to defend, indemnify, and hold harmless**
- the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, (ii) your use of or reliance on any ELS Content or Designs, (iii) any services you did or did not receive from any Designer, or (iv) your breach of the ToS We will provide notice to you promptly of any such claim, suit, or proceeding.
- **Third Party Disputes.**
- ELS IS AFFILIATED WITH THIRD PARTY SERVICES, AND ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, THIRD PARTY SERVICE OR OTHER THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY OTHER USER OF THE SERVICE, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND YOU IRREVOCABLY RELEASE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.
  - Assignment You may not assign this ToS or any of the rights or licenses granted hereunder, directly or indirectly, including by sale, merger, change of control, operation of law or otherwise, without the prior written consent of ELS may assign the ToS, including all its rights hereunder, without restriction.
  - Consent to Electronic Communications By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.
  - The ToS, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and

exclusive understanding and agreement between you and ELS regarding your use of and access to the Service, and, except as expressly permitted above, may be amended only by a written agreement signed by authorized representatives of all parties to the ToS The failure to require performance of any provision will not affect our right to require performance at any time thereafter, nor will a waiver of any breach or default of the ToS or any provision of the ToS constitute a waiver of any subsequent breach or default or a waiver of the provision itself Use of section headers in the ToS is for convenience only and will not have any impact on the interpretation of particular provisions In the event that any part of the ToS is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect You agree that no joint venture, partnership, employment, or agency relationship exists between you and ELS as a result of the Tos or use of the Service.

- **CONTACT**

- If you have any questions about the Tos or any other matters, you can contact eat-live-sleep.com Ltd. by e-mail at [info@eat-live-sleep.com](mailto:info@eat-live-sleep.com) Copyright © 2016 EatLiveSleep. All rights reserved.