

Lamarnier Group Ltd – Terms & Conditions of Business

Last Updated: July 31, 2025

1. Introduction and Acceptance of Terms

Welcome to Lamarnier Group Ltd ("Lamarnier Group," "we," "us," or "our"). These Terms & Conditions of Business ("Terms") govern your access to and use of our websites, products, services, and applications (collectively, the "Services").

By accessing or using any part of our Services, you agree to be bound by these Terms, our Privacy Policy, and any other policies or guidelines referenced herein. If you do not agree to all the Terms, you may not access or use the Services. These Terms constitute a legally binding agreement between you and Lamarnier Group Ltd.

2. Definitions

- **Services:** Refers to all websites, products, services, and applications offered by Lamarnier Group Ltd.
- **User / You:** Any individual or entity accessing or using the Services.
- **Account:** A unique account created for You to access our Services or parts of our Services.
- **Content:** Any data, text, graphics, images, audio, video, software, and any other material that is made available through the Services.
- **Intellectual Property Rights:** All intellectual property rights including, without limitation, patents, copyrights, trademarks, service marks, trade secrets, and other proprietary rights.

3. Services Description

Lamarnier Group Ltd creates and manages online and offline businesses that make people's lives simpler and easier.

4. User Accounts

- **Account Creation:** To access certain features of our Services, you may be required to create an Account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.
- **Account Security:** You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. You agree to notify us immediately of any unauthorized use of your Account or any other breach of security. Lamarnier Group cannot and will not be liable for any loss or damage arising from your failure to comply with this security obligation.
- **Eligibility:** You must be at least 18 years old or the age of majority in your jurisdiction to use our Services. By using our Services, you represent and warrant that you meet this age requirement.
- **Termination of Account:** We reserve the right to suspend or terminate your Account and refuse any and all current or future use of the Services for any reason at our sole discretion, including, but not limited to, if you violate these Terms.

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5. Payments and Billing

- **Pricing:** All prices for Services are listed in GBP and, when applicable, also USD and EUR, unless otherwise stated and are subject to change without prior notice. Applicable taxes (e.g., VAT, sales tax) will be added to the price where required by law.
- **Payment Methods:** We accept various payment methods as indicated on our Services. You agree to provide valid payment information and authorize us to charge your chosen payment method for all purchases made through your Account.
- **Billing:** You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable.
- **Refunds and Cancellations:** Our refund and cancellation policy is [briefly describe or refer to a separate Refund Policy, e.g., "as outlined in our Refund Policy available at [link to Refund Policy]" or "all sales are final unless otherwise stated"]. Where a right to cancel exists under applicable consumer protection laws (e.g., for distance selling in the EU), we will comply with such requirements.
- **Currency:** All transactions will be processed in GBP. If you are paying in a different currency, your bank or payment provider may apply currency conversion fees.

6. Intellectual Property Rights

- **Our Content:** All Content available through the Services, including but not limited to text, graphics, logos, images, software, and the compilation thereof, is the property of Lamarnier Group Ltd or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of our Content without our prior written consent.
- **User-Generated Content:** If our Services allow you to post, upload, publish, submit, or transmit Content ("User-Generated Content"), you retain any Intellectual Property Rights that you may have in that User-Generated Content. By making any User-Generated Content available through our Services, you grant to Lamarnier Group a non-exclusive, transferable, sub-licensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User-Generated Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Lamarnier Group's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.
- **Copyright Infringement (DMCA & International Equivalents):** We respect the intellectual property rights of others. If you believe that any Content on our Services infringes your copyright, please contact us at support@lamarniergroup.com with a detailed description of the alleged infringement.

7. Prohibited Uses

You agree not to use the Services:

- In any way that violates any applicable national, regional, or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way.

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- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Lamarnier Group, a Lamarnier Group employee, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Lamarnier Group or users of the Services, or expose them to liability.
- To introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer, or database connected to the Services.

8. Disclaimers and Warranties

- **General Disclaimer:** YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LAMARNIER GROUP LTD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- **No Guarantee:** We do not warrant that (i) the Services will meet your specific requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations, or (v) any errors in the Services will be corrected.
- **Product Quality (for goods/services sold):** If our Services involve the sale of goods, we warrant that products sold will be of satisfactory quality, fit for purpose, and match their description, as required by applicable consumer protection laws (e.g., Consumer Rights Act in the UK, similar laws in EU, Canada, Brazil). Your statutory rights as a consumer are not affected by these disclaimers.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LAMARNIER GROUP LTD, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES; (III) ANY CONTENT OBTAINED FROM THE SERVICES; AND (IV) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

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IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID US FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR (B) ONE HUNDRED U.S. DOLLARS (USD \$100.00).

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. Indemnification

You agree to defend, indemnify, and hold harmless Lamarnier Group Ltd and its licensees and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Services, by you or any person using your Account and password; b) a breach of these Terms; or c) Content posted by you on the Services.

11. Termination

- **By You:** You may stop using our Services at any time. You can terminate your Account by contacting us at [support@lamarniergroup.com].
- **By Us:** We may terminate or suspend your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms. Upon termination, your right to use the Services will immediately cease. If you wish to terminate your Account, you may simply discontinue using the Services.
- **Survival:** All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

12. Governing Law and Jurisdiction

These Terms shall be governed and construed in accordance with the laws of England & Wales without regard to its conflict of law provisions.

You agree that any legal action or proceeding arising out of or relating to these Terms or the Services shall be brought exclusively in the courts located in England & Wales.

Important Note on Consumer Laws: Notwithstanding the foregoing, if you are a consumer residing in a jurisdiction that provides for mandatory consumer protection laws (e.g., EU, Brazil, Canada), these Terms will not limit any consumer rights that cannot be waived or derogated from by agreement. In such cases, the mandatory consumer protection laws of your country of residence may apply to disputes relating to these Terms.

13. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to these Terms or the Services, the parties shall first attempt to resolve the dispute informally through good faith negotiations.

If the dispute cannot be resolved informally, the parties agree to choose a reputable mediation service.

For consumers in the European Union, you may be able to use the European Commission's Online Dispute Resolution (ODR) platform for resolving disputes, available at [\[https://ec.europa.eu/consumers/odr/\]](https://ec.europa.eu/consumers/odr/).

14. Changes to These Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice.