

# Terms & Conditions



## About Cashmere and Whhite Tee LTD

Welcome to White Tee Ltd, the operator of Cashmere. Cashmere is an online micro-saving service that makes it easy for users to set aside funds for the purchase of luxury goods without having to dip into their personal savings.

White Tee Ltd, Cashmere, and/or their affiliates provide website features and other products and services to you when you visit or shop at [www.cashmereapp.co.uk](http://www.cashmereapp.co.uk) (the "website"), use Cashmere products or services, use Cashmere applications for mobile, or use software provided by Cashmere in connection with any of the foregoing. Cashmere provides the Cashmere Services and sells products to you subject to the conditions set out on this page.

Cashmere is a trading name for White Tee Ltd.

## Conditions of Use

Please read these conditions carefully before using Cashmere. By using Cashmere Services, you signify your agreement to be bound by these conditions. We offer a wide range of Cashmere Services, and sometimes additional terms may apply. When you use a Cashmere Service (for example, the purchase of an item on our platform) you will also be subject to the terms, guidelines and conditions applicable to that Cashmere Service ("Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

### DEFINITIONS

In these terms and conditions "we/our" means White Tee Ltd (Company No. 10030827), registered in the United Kingdom with the registered office and principal place of business being at 71 – 75 Shelton Street, London WC2H 9JQ. Please address any questions to [support@cashmereapp.co.uk](mailto:support@cashmereapp.co.uk).

### YOUR ACCOUNT

When you set up an account with us, you must provide us with accurate, current and complete information. Failure to do so is a breach of contract and may result in termination of your account.

If you use any Cashmere Service you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and devices, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided. You can access and update much of the information you have provided us with, including your account settings,

in the Your Account area of the website. You must not use any Cashmere Service: (i) in any way that causes, or is likely to cause, any Cashmere Service, or any access to it to be interrupted, damaged or impaired in any way, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or (iii) to cause annoyance, inconvenience or anxiety. We reserve the right to refuse service, terminate accounts or remove or edit content if you are in breach of applicable laws, these Conditions of Use or any other applicable terms and conditions, guidelines or policies.

### LICENCE AND ACCESS

To use the Cashmere service, you must become a member, and will be required to provide certain personal and banking information as may be required. Cashmere does not provide any financial, tax or legal advice and cannot be held responsible for any consequences from the use of the money processed, saved and stored with our service. You should use your own judgement and obtain independent advice before purchasing or subscribing to financial products and services. Subject to your compliance with these Conditions of Use and applicable Service Terms and your payment of any applicable fees, Cashmere or its content providers grant you a limited, nonexclusive, non-transferable, no sub-licensable licence to access and make personal and non-commercial use of the Cashmere Services. This licence does not include any resale or commercial use of any Cashmere Service or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Cashmere Service or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. providers.

## INTELLECTUAL PROPERTY

All content included in or made available through any Cashmere Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads and data compilations is the property of Cashmere or its content suppliers. The compilation of all content included in or made available through any Cashmere Service is the exclusive property of Cashmere. Cashmere respects the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please contact us on [support@cashmereapp.co.uk](mailto:support@cashmereapp.co.uk).

## INACTIVE ACCOUNTS

A Cashmere account that has a positive balance and has been inactive for 12 consecutive months (ie. no payment transactions, withdrawals or cancellations) will automatically have the balance converted into a Cashmere shop credit that can be used directly on the Cashmere store. This will be sent to the user by email to their registered email address.

## DISCLAIMER

Your use of Cashmere is at your sole risk. It is provided on an "as is" basis. The service is provided without warranties of any kind, whether express or implied. White Tee Ltd do not warrant that it will function uninterrupted or be available at any particular time or location, that any errors, omissions or defects will be corrected, or that the product is free of viruses or other harmful components. Cashmere will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when you commenced using the Cashmere Services. We will not be held responsible for any delay or failure to

comply with our obligations under these conditions if the delay or failure arises from any cause, which is beyond our reasonable control. This condition does not affect your legal right to have goods sent or services provided within a reasonable time or to receive a refund if goods or services ordered cannot be supplied within a reasonable time owing to a cause beyond our reasonable control. The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights. Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

## RIGHTS

We reserve the right to make changes to any Cashmere Services, policies, terms and conditions including these Conditions of Use, and Service Terms at any time. You will be subject to the terms and conditions, policies and Conditions of Use in force at the time that you use the Cashmere Services. If any of these Conditions of Use is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition. All rights are reserved. The conditions above do not affect your statutory rights according to English law. Any contracts entered into will be governed by English law and subject to the jurisdiction of the English courts.

## COPYRIGHT

All rights including copyright in this website or mobile application are either owned by or licensed to White Tee Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, noncommercial use is prohibited without the permission of White Tee Ltd. You may not modify, distribute or repost anything on this website for any purpose.



## SECURITY

Security is a priority for us and we realise it is a major issue for people purchasing on the Internet. We understand that you need to know that a website is legitimate that transactions are secure before you buy. When you place an order with us or access your account information online, this is done through a secure server which encrypts all of the information you input before it is sent to us using a secure socket layer ("SSL"). None of our employees or our suppliers ever get to view your confidential card details when entered online. SSL is the industry standard security technology. By using our online service, you accept any security risks and will not hold us responsible for any breach of security, unless you can prove that this is due to our negligence or wilful default. We are not responsible for Agents or their actions except as authorised by us in writing.

## ACCURACY OF CONTENT

Whilst White Tee Ltd has taken every care in the preparation of the content of this website and mobile application, it shall not be liable to any person for any loss or damage which may arise from the use of any such content.

## YOUR DEVICES

White Tee Ltd makes every effort to ensure that this website and mobile app is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer or mobile device. It is your responsibility to ensure that the right equipment is available to use the website and mobile app, and screen out anything that may damage it. White Tee Ltd shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.

## OTHER LEGAL NOTICES

There may be legal notices on other areas of this website which relate to your use of this website, all of which will, together with these terms & conditions, govern your use of this website. We reserve the right to change these terms & conditions from time to time and you should check them regularly for any changes.

## REGISTRATION

When registering on our website you warrant that all personal information you are required to give is true, accurate and complete and you will notify us of any changes as soon as possible.

## LAW, JURISDICTION AND LANGUAGE

This website, any content contained herein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with the law of England and Wales. All contracts are concluded in English. White Tee Ltd Limited can be contacted at (a) postal address: 71 – 75 Shelton Street, London WC2H 9JQ (b) email: [support@cashmereapp.co.uk](mailto:support@cashmereapp.co.uk).

## Conditions of Sale

### PRIVACY

Please review our Privacy Notice and Cookies policy to understand our practices.

### PRICES

All prices shown to customers for current, previous or popular products, or anything similar, are inclusive of any applicable UK VAT and duties. Any discounts available to customers can be changed at any time and the discounts available at the time of sign up may not be available at a later date. Any discounts only apply at the time of placing an order, not setting up an account, unless otherwise advised. Should there be any changes in taxation (including duties) which affect the price of our goods, we reserve the right to adjust such price accordingly. The prices in the mobile app, website, or any other medium are not to be interpreted as an offer.

### PLACING AN ORDER

Goods and services, including vouchers, must be paid for in full before they can be delivered. Please check we have the correct name, address, postcode and order details. All orders are subject to availability. You may cancel your order in full, subject to restrictions on certain products and services, and for a full refund, within 14 calendar days of placing the order.

### RESTRICTIONS ON ORDERS

Sales of products suitable only for specific age groups, such as over alcohol for over 18's, will only be available to that age group. Appropriate identification will be required with any such order.

### CONTACT DETAILS

It is your responsibility to keep us updated with your contact details, including any name, address and telephone number changes. This will not affect any legal rights which you may have.

### DELIVERY

Delivery details of goods and services, including retailer vouchers, will be advised at the time by White Tee Ltd and will be delivered within 5 working days, or as advised at the time of placing the order and subject to items being paid for in full. Please see the item details provided on our website or mobile application for specific information on delivery times. Goods will be delivered to the customer, unless advised otherwise. White Tee Ltd reserves the right to charge for delivery of goods, services and vouchers, and these charges will be presented to the customer prior to the confirmation of an order. Please update your details in your Cashmere account as soon as possible if you change your address prior to delivery.

We are not responsible for late delivery of any order due to;

- Incomplete or incorrect delivery addresses
- Adverse weather conditions
- Any other causes beyond our reasonable control such as delays in customs or to BFPO.

### GUARANTEE

All items should be received in a satisfactory condition. Some items may be covered by an appropriate manufacturer guarantee. In the unlikely event that any item malfunctions during use, or is received in an unsatisfactory condition, please contact us at support@cashmereapp.co.uk.

### RETURNS

In the event of a purchase from Cashmere, we have developed a simple returns policy to ensure you have a great experience using Cashmere. If you wish to return an item, you must inform us within 3 days of the date of delivery by contacting us at support@cashmereapp.co.uk with the details of your order number, and what items you'd like to return. If the item/s is/are not valid for return we will inform you within three business days.

You have a further 10 days, from informing us of the return, to return the item to us. We do not cover the cost of postage for the return. Goods must be received by us in a resellable condition and in the original packaging.

## **RETAILER GIFT CARDS AND VOUCHERS**

All gift cards and vouchers supplied by us are sold subject to the terms and conditions printed on or referred to on such cards or vouchers and/or in the app or relevant websites.

## **COMPANY LIABILITY**

We are not liable for the fraudulent acts of partners or partners involved in delivery of your product or service. You acknowledge that White Tee Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through the service.

## **ELECTRONIC COMMUNICATIONS**

When you use any Cashmere Service or send emails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. We will communicate with you electronically in a variety of ways, such as by email, text, in-app push notices or by posting email messages or communications on the website or through the other Cashmere Services, such as our Message Centre. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

## **TRADEMARKS**

Cashmere's trademarks and trade dress may not be used in connection with any product or service that is not Cashmere's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Cashmere. All other trademarks not owned by Cashmere that appear in any Cashmere Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Cashmere.

## **CHILDREN**

We do not sell products for purchase by children. We sell children's products for purchase by adults. If you are under 18 you may use the Cashmere Services only with the involvement of a parent or guardian.

## **OTHER BUSINESS**

Parties other than Cashmere may provide services or sell product lines on this website. In addition, we may provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their websites. Cashmere does not assume any responsibility or liability for the actions, product, and content of all of these or any other third parties. You can tell when a third party is involved in your transactions, and we may share your information related to those transactions with that third party. You should carefully review their privacy statements and other conditions of use.

## **WAIVER**

If you breach these Conditions of Use and we take no action, we will still be entitled

to use our rights and remedies in any other situation where you breach these Conditions of Use.

## **CASHMERE SOFTWARE TERMS**

In addition to these Conditions of Use, the terms found here apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with Cashmere Services (the "Cashmere Software").

**Use of the Cashmere Software. No Reverse Engineering.** Unless explicitly permitted under applicable mandatory law, you may not, and you will not encourage, assist or authorise any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Cashmere Software, whether in whole or in part, or create any derivative works from or of the Cashmere Software. You may not use the Cashmere Software for any illegal purpose. We may cease providing any Cashmere Software and we may terminate your right to use any Cashmere Software at any time. Your rights to use the Cashmere Software will automatically terminate without notice from us if you fail to comply with any of these Software Terms, the Conditions of Use or any other Service Terms. When you use the Cashmere Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

**Updates.** In order to keep the Cashmere Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

## **OUR CONTACT DETAILS**

The Cashmere website and mobile application are owned and maintained by White Tee Ltd For White Tee Ltd:

Cashmere, 71 – 75 Shelton Street, London WC2H 9JQ is a UK registered company (10030827)

Email: [support@cashmereapp.co.uk](mailto:support@cashmereapp.co.uk)