

BLACK AND BROWN SKIN LTD INFO@BLACKANDBROWNSKIN.CO.UK COMPANY
NUMBER 13109715

Terms of Use

Last updated on the 8th of February, 2023

Hutano Terms of Use

PLEASE READ THESE TERMS THOROUGHLY AND CAREFULLY. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. PLEASE READ CAREFULLY.

Definitions:

“Use” or **“Using”** means your use of this site in any form including but not limited to signing up/registering for any account with Hutano, or by browsing the website www.tryhutano.app.

“Terms” or **“Terms of Use”** means these terms of use.

“Hutano” or **“Us”** or **“We”** means Black and Brown Skin Limited (Company number 13109715) which has its registered office address at 12 Farndon Way, New Oscott, Birmingham, B23 5XU. We reserve the right to change our registered office address at any time providing it does not affect the Service.

“Intellectual Property Rights” means trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, inventions, know-how, trade secrets, and other intangible proprietary information, whether registered or unregistered, globally.

“Data Protection Laws” means all data protection legislation applicable to the processing of Your Personal Data, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the General Data Protection Regulations (GDPR) and all future applicable data protection legislation that will come into effect, when they come into effect.

“Personal Data” shall have the same meaning as that of the applicable Data Protection Laws.

“Confidential Information” means any data or information that belongs to Hutano and is not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by the User, whenever and however disclosed, including, but not limited to:

- (i) any marketing strategies, plans, prototypes, development plans, test programmes, financial information, projections, operations, sales estimates, business plans, future business plans and performance results relating to the past, present or future business activities;
- (ii) plans for products or services, customer list and supplier lists;
- (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (iv) any concepts, reports, data (unless that data belongs to the User), know-how, works-in-progress, designs, development tools, specifications, computer software, mobile technology software, source code, object code, flow charts, databases, inventions, information and trade secrets;
- (v) any document or communication which is orally said to be “confidential information” or bears a designation of the word/words “Confidential”, “Proprietary” or a similar designation which can reasonably be interpreted to communicate commercially sensitive information;
- (vi) any information generated by Hutano that contains, reflects, or is derived from any of the

above mentioned sub clauses under the definition of “Confidential Information” ((i) – (v)).
(vii) any other information that should reasonably be recognized as confidential information by a reasonably prudent person.

These Terms govern your use of: a) the Hutano website(s) located at www.tryhutano.app (the “Site”); The Program may also be accessed through approved third-party websites and applications (such third-parties, “Hutano Partners”). To make these Terms easier to read, the Site, the Program, the Mobile App, and all related services provided by Hutano are referred to collectively herein as the “Services.”

All references to “you” or “your,” as applicable, mean the person who accesses, uses, and/or participates in the Services in any manner, and each of your heirs, assigns, and successors.

Acceptance of Terms

Your permission to access and use Hutano’s Services is conditioned upon your agreement to be bound by these Terms and the Privacy Notice. If you do not agree to be bound by these Terms and the Privacy Notice, then you do not have permission to access or use the Services. By accessing or using the Services, or by clicking “accept” or “agree”, you acknowledge and agree that you have read, fully understand, and will be bound by these Terms. If You are under the age of 18 or otherwise considered a “minor” in your place of residence or under the applicable laws in your home jurisdiction, you are not permitted to use the Service.

We reserve all rights not expressly granted to you. If you wish to use the Services in a way not authorized by these Terms, you must receive our permission prior to such use. Any use of the Services not authorized by these terms and that you have not received prior permission for may result in forced discontinuation of the Services.

Changes to Terms or Services

Hutano reserves the right to modify, update or terminate these Terms, at any time, without prior notice, and at Hutano’s sole discretion. Hutano may change or update these Terms for a variety of reasons, including without limitation, in order to comply with changes in regulation, improve the Service, make changes to the Services or due to compliance considerations and mitigating our risk. The modified version of the Terms shall be posted on the Site, and your continued use of the Services after Hutano has posted such terms shall constitute your consent. Because Hutano’s Services continue to evolve over time, Hutano may change or discontinue all or any part of the Services. Hutano reserves the right to make such changes or discontinuations at any time, without prior notice, and at our sole discretion.

Who May Use the Services

You may use the Services only if you are 18 years or older and not barred from using the Services by applicable law. You may not use our Services in any jurisdiction where offering, accessing or using our Services would be illegal or unlawful.

Account Registration

If you want to use certain features of the Services, you must create a Hutano account (an “Account”). You can do this via the Site.

You must provide Hutano with accurate, complete, and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete, and up-to-date. The Services are maintained for the benefit and participation of individual Account holders (each a “Member”) only, and each Member may maintain only one Account. Hutano reserves the right and may choose to suspend or terminate your Account if you create more

than one Account, or if any information provided during the registration process or thereafter, including your participation in the Program, studies, or other sponsored programs, proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms. As part of the Services, you may have the option to connect certain third-party devices or applications to your Account. You agree to only connect your devices and applications, and not those of any other individual. If you connect such device or application, the collection, use, and disclosure of data from such device or application is governed by our Privacy Notice. You agree to notify us immediately of any unauthorized use of your Account. You will be responsible for all access and activity that occurs through your Account, whether you know of or have authorized such activity.

Program Participation

Program Rules. Accounts, memberships in the Program, and promotions, benefits, awards, and rewards provided thereunder (and "Program Benefits") are offered at the discretion of Hutano and its affiliates, and Hutano has the right to terminate your Account, the Program, and any Program Benefits, and to change any terms, conditions of participation, rules, and procedures that Hutano adopts to govern the Program or Program Benefits (any "Program Rules"), in whole or in part, at any time, without notice, even though such changes may affect the value of Program Benefits or program points obtained through use of the Services (or "Program Points") already accumulated. You are responsible for remaining knowledgeable as to the Program Rules that are published on the Site. Hutano may, among other things, withdraw, limit, modify, or cancel any Program Benefits, increase the Program Points required for any Program Benefits, and modify or regulate the transferability of any Program Benefits. In accumulating Program Points, you may not rely upon the continued availability of a Program Benefit and you may not be able to obtain all offered Program Benefits.

Audit Rights.

Hutano reserves the right to audit any and all Accounts at any time and without notice for compliance with the Program Rules. In the event such an audit reveals discrepancies or possible violations, the processing of Program Benefit redemption requests may be delayed pending completion of the audit.

Feedback

Hutano welcomes feedback, comments, and suggestions for improvement to the Services ("Feedback"). You can submit Feedback by emailing Hutano at info@blackandbrownskin.co.uk or through your Account. By submitting Feedback, you represent and warrant that (a) you have the right to disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) the Feedback does not contain the confidential or proprietary information of any third party or parties. You hereby grant Hutano a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable, and transferable license under any and all intellectual property rights that you own or control, to use, copy, modify, create derivative works based upon, and otherwise exploit the Feedback for any purpose. You irrevocably waive, and cause to be waived, against Hutano and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your Account or the Services.

General Conduct, Responsibilities and Prohibitions

As a User, we expect that you exercise reasonable consideration when using Hutano. You are solely responsible for all data you publish in connection with the Service. Hutano accepts no responsibility for any consequences incurred by the Use of the Site, or for any of the data added

by its Users. Hutano does not accept any responsibility for arrangements made between you and third parties using the Service and shall not act as an intermediary. Hutano does not vet or assess the integrity of its Users, if you collaborate with Users of the Service you do so solely at 100% of your own risk, as such Hutano will not be liable for your collaboration with other Users or third parties in connection to the Service.

You are expressly prohibited from and agree not to do any of the following: (i) use another person's Account; misrepresent yourself, identity, or other information or send or provide any illegal content through the Services; (ii) use, display, mirror or frame the Services, or any individual element within the Services, any Hutano trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, (iii) in any manner, copy copyrighted text, or otherwise misuse or misappropriate Services information or Content; (iv) access, tamper with, or use non-public areas of the Services, Hutano's computer systems, or the technical delivery systems of Hutano's providers, (v) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Services or the Hutano Content; (vi) use Services or the Hutano Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms; (vii) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or the Content, or any of Hutano's Intellectual Property Rights; (viii) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services; (ix) use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" the Services or any related data or information; (x) disable or circumvent our API usage safeguards or make calls to our API other than those authorized in our API documentation; (xi) violate any applicable law or regulation or infringe the Intellectual Property Rights of Hutano or any other third party; (xii) transmit or allow the transmission (by linking or otherwise) of any cyber security threat including but not limited to viruses, trojans, malware, worms, spyware, scareware, keylogger, backdoor, adware, wabbits, exploit software, dropper, dialer, botnet, illegitimate anti-virus, SQL injection, or any other malicious software; (xiii) Carry out or facilitate a Distributed Denial of Service attack (DDoS); (xiv) resell, distribute, act as an agent or lease the Service without the permission of Hutano; (xv) deny access to other Users or (xvi) encourage or enable any other individual to do any of the foregoing.

If, in Hutano's reasonable opinion, you violate any of the prohibitions listed above, Hutano may take any or all of the following actions:

- Inform the police or the appropriate local authorities;
- delete, move, or edit any content that is in violation;
- Terminate your account and these Terms without providing any refunds; and/or
- prevent you from opening another account with Hutano in the future.

Content and Content Ownership

For the purposes of these Terms: "Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials; "Hutano Content" means any Content that is posted, generated, provided, or otherwise made available by Hutano through the Services; "User Content" means any Content that you provide to Hutano or Hutano Partners through access to or use of the Services.

Hutano does not claim any ownership rights in any User Content that you make available through the Services and nothing in these Terms will be deemed to restrict any rights you may have to use and exploit your User Content.

Hutano and its licensors exclusively own all right, title, and interest in and to the Services and Hutano Content, including all associated intellectual property rights. You acknowledge that the Services and Hutano Content are protected by copyright, trademark, and other intellectual property laws of the United Kingdom and foreign countries. By using the Site, you are granted a limited, non-exclusive, non-transferable license to access and use the Content for personal, non-commercial purposes only. Any other use of the Hutano Content, including without limitation, modification, distribution, republication, or display, is strictly prohibited without the prior written consent of Hutano. You agree not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Services or Content.

Hutano reserves the right to modify or remove any Content from the Site at any time, without notice, and without any liability to you. Such instance of removal shall include but not limited to, if Hutano, in its sole discretion, considers any Content to be objectionable or in violation of these Terms. This clause on Content and Content Ownership will survive any termination of these Terms of Use.

Hutano Content License

Subject to your compliance with these Terms, Hutano grants you a limited, non-exclusive, non-transferable license, without the right to sublicense, to download, view, copy, display, and print the Hutano Content, solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or Hutano Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any Intellectual Property Rights owned or controlled by Hutano or its licensors, except for the licenses and rights expressly granted in these Terms. Hutano makes no representations or warranties regarding the accuracy, reliability, completeness, or timeliness of the Content, and assumes no liability or responsibility for any errors or omissions in the Content.

User Content License

By making any User Content available through the Services you agree to and hereby grant Hutano a non-exclusive, transferable, sub-licensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, distribute, publicly display and perform, and distribute your User Content (i) in connection with operating and providing the Services and Hutano Content to you and (ii) to third parties, as instructed or requested by you.

You are solely responsible for your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content granted under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Hutano on or through the Services will infringe, misappropriate, or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You acknowledge and agree that we do not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of or reliance on User Content. You understand that by using the Services, you may be exposed to User Content that you may consider offensive or objectionable.

No Medical Advice

Our Content may include information that relates to your health or wellness, or is otherwise medically related. Such Content is for informational purposes only. We are not engaged in the practice of medicine, either directly or indirectly, and we do not render medical advice, diagnosis or any form of treatment via the Services. Your use of the Services does not create any healthcare provider/patient relationship. If you have any questions regarding a medical condition, you should seek the advice of your physician, or any other qualified healthcare professional. If you think you are having a medical emergency, call your healthcare professional or the emergency number (usually 999/911) without delay.

Hutano is not liable for any decisions you make based on the information provided on the Site. Your use of the Site and the Content is solely at your own risk.

No Legal Advice

Our Content may include information that is legal or regulatory in nature. Such Content is for informational purposes only. We are not providing you legal or regulatory advice, and your use of the Services does not create an attorney/client relationship. You should not rely on any information provided on the Site as a substitute for professional legal advice. If you have any questions regarding your legal rights, or regarding any laws or regulations, you should seek the advice of your attorney. Hutano is not liable for any decisions you make based on the information provided on the website. Your use of the Site and its Content is solely at your own risk. The Site may contain links to third-party websites, products, or services. These links are provided for your convenience only and do not constitute an endorsement by Hutano of the linked third-party website, product, or service. Hutano is not responsible for the content or accuracy of any third-party website, and you bear all risks associated with your use of such third-party websites.

Links to Third Party Websites or Resources

The Services may contain links to third-party websites or products, resources or services. Hutano provides these links only as a convenience and is not responsible for, and disclaims any and all liability related to or arising from, the content, products, or services on or available from those websites or resources or links displayed on such sites. Hutano is not responsible for the content or accuracy of any third-party website, and you acknowledge sole responsibility for and assume all risk related to your use of any third-party websites, products, services or resources.

Data Protection

Hutano will at all times comply with the Data Protection Laws. For more information on how we protect your data please see our Privacy Policy. While the Privacy Policy does not form a part of these Terms, they do indicate how Hutano operates, and we may in some circumstances impute the Privacy Policy into these Terms if you ask us to and we expressly agree to this in writing.

Collection of Information: Hutano may routinely collect information from the Users of the Site and the Services, including but not limited to user account information, current and previous health status, medical records etc.

Non-Identifiable Information: The information collected by Hutano will be processed in a way that ensures that the information is non-identifiable, and will not be used to identify individual users.

Use of Information: Hutano will use the information collected for the purpose of improving its services and providing more relevant Content to Users. The results of using the data will be available in an aggregated form.

Data Retention: Hutano will retain the information collected for as long as necessary to fulfill the purposes outlined in this clause, or as otherwise required by law.

Sharing of Information: Hutano will not sell, rent, or otherwise disclose the information collected to any third parties. Hutano may share the information collected with its affiliates and partners for the purpose of improving the Services and providing more relevant content to Users.

Data Security: Hutano will take commercially reasonable steps to protect the security of the information collected, including but not limited to implementing appropriate technical and organizational measures to secure the information against unauthorized access, disclosure, alteration, or destruction.

Your Rights: As a user of the website and its services, you have the right to access, correct, or request deletion of the information collected about you, as well as the right to object to the processing of your information. You may exercise these rights by contacting us at Info@blackandbrownskin.co.uk.

Further to the provisions related to processing & controlling of data under the GDPR, Hutano shall act as a data processor for all data the User or respondents store and save by using the Service. This means that you are responsible as a data controller for ensuring that you have a legal basis for obtaining and storing the data we hold on your behalf and fully comply with your obligations under the Data Protection Laws. Hutano shall act as data controller for any Personal Data which you store in your account with Hutano about yourself. Hutano will only process Your Personal Data held in your account in order to provide you with the Service. Hutano hereby agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including but not limited to the Privacy and Security Rules, in its use and disclosure of protected health information (PHI) received from you. Hutano shall use commercially reasonable efforts to ensure that all of its employees, agents, and contractors who have access to PHI received from you are trained in the confidentiality and security requirements of HIPAA and shall comply with the requirements of HIPAA in the use and disclosure of such PHI.

Hutano will at all times maintain appropriate physical and organizational measures to protect Personal Data belonging to you and ensure it is secure and will limit access of Your Personal Data to its employees that have signed appropriate confidentiality agreements.

Hutano will give You notice without undue delay of becoming aware of a Personal Data breach (as defined by Data Protection Laws) and will cooperate with you as necessary in order for you to make the appropriate notifications. Hutano will not disclose any Personal Data breach to a third party (which is not affiliated with you) without your consent, unless it is demanded by a regulator, order of court or any other applicable legal requirements which require the disclosure of that Personal Data breach.

The purpose of the processing is to enable Hutano to carry out its duties under these Terms (which form the subject matter of the processing) and the duration of the processing shall be until your account is terminated or that data is deleted from your account.

The nature of processing involves the storage, transmission, transferring, retrieval,

organization and structuring. The nature may also be erasure where you have deleted personal data from your account or where you ask us to do so.

Changes to Data Protection Policy: Hutano may modify this Data Protection Clause from time to time. Hutano will provide notice of any material changes by posting the updated clause on the website, or by otherwise providing notice to users. Your continued use of the website and its services following any changes to this Data Protection Clause constitutes your acceptance of such changes.

Confidentiality

You acknowledge that by using the Service, you will be using Hutano's Confidential Information. Hutano is the exclusive sole owner of any Confidential Information in relation to the Service and you agree not to use or disclose any Hutano Confidential Information to any third party without Hutano's express and written permission. This clause will survive termination or expiration of these Terms. You agree that, upon Hutano's request or upon the termination or expiration of these Terms, you will hand over or permanently erase all Confidential Information belonging to Hutano.

Termination & Enforcement Rights

Hutano may terminate your Account and access to and use of the Services, at its sole discretion, at any time, and without notice to you. You may cancel your Account by accessing and selecting to terminate your Account through the Site. Upon any termination, discontinuation, or cancellation of Services or your Account the following provisions will survive: "Feedback," "Content and Ownership," "User Content License," "Termination," "Disclaimers," "Limitation of Liability," "Dispute Resolution," and "General Terms."

Although Hutano is not obligated to monitor use of the Services or Hutano Content or to review or edit any Content, Hutano reserves the right to do so for the purpose of operating the Service, to ensure compliance with these Terms, to monitor for fraud, or to comply with applicable law or other legal requirements. Without limiting any other rights reserved herein, Hutano may, in its sole discretion, take any action permitted by law for any violation of these Terms or any other policy or agreement between you and Hutano, including but not limited to removing User Content you posted, limiting your Account access, requiring you to forfeit Program Rewards, assessing monetary penalties or costs, terminating your Account, blocking access, investigating you, and/or cooperating with law enforcement agencies in any investigation or prosecution.

Disclaimers

THE SERVICES AND HUTANO CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, HUTANO EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. HUTANO MAKES NO WARRANTY THAT THE SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES AND CONTENT AND ANY CONTACT YOU HAVE WITH OTHER USERS OF THE SERVICES OR THIRD PARTIES, REMAINS WITH YOU. NEITHER HUTANO NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR HUTANO CONTENT WILL BE LIABLE (EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE): FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR HUTANO CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HUTANO HAS BEEN INFORMED THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL HUTANO'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE LARGER OF THE AMOUNTS YOU HAVE PAID TO HUTANO FOR USE OF THE SERVICES OR HUTANO CONTENT AND ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS OF DAMAGE SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HUTANO AND YOU.

Force Majeure

You expressly agree that Hutano will not be liable for any consequences arising from or related to any act, event, omission, or accident beyond Hutano's reasonable control (including without limitation, strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, failure of any telecommunications, failure of the internet, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant machinery or equipment, fire, flood or storm).

Indemnification and Release

You agree to release, defend, indemnify, and hold Hutano and its affiliates and subsidiaries, and their respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with;

(a) your access to or use of the Services or your violation of these Terms; (b) your User Content or the Hutano Content; (c) your interaction with any User or third-party applications on the Services; (d) Infringement of any Intellectual Property Rights of a third party; (e) Claims by any third party or fines awarded by a regulator for breach of any Data Protection Laws, including (but not limited to) lack of lawful processing of Personal Data by you; (f) Your breach of any law whether in the United Kingdom, where you are based and/or where it applies to you; (g) any acts of bribery committed by you; (h) Injury to or death of any person, or loss of or damage to any property; and (h) court and reasonable attorney expenses and fees in connection with or resulting from Hutano enforcing this Indemnity clause.

The foregoing indemnification obligations shall not apply if any of the circumstances described were due to Hutano's (or any of its employees', agents' or subcontractors') Gross Negligence.

Governing Law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site or use of our service although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Report Abuse & Intellectual Property Claims

If you believe that the Services have been used inappropriately or in breach of these Terms or your Intellectual Property Rights, then please contact Info@blackandbrownskin.co.uk with the following details:

- Your name
- Email address
- A description of the alleged abuse or breach, or for any other reason (please be as detailed as possible)

Shortly thereafter, Hutano will look into the situation as quickly as possible and notify you of any decisions taken.

General Terms.

These Terms represent and constitute the entire and exclusive understanding and agreement between Hutano and you regarding the Site, Services, and the Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Hutano and you regarding the Services and the Hutano Content. You may not assign or transfer these Terms, by operation of law or otherwise, without Hutano's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. The failure of Hutano to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that or any other right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Hutano. You grant Hutano the non-exclusive licence and right to use any Intellectual Property Rights you own as may be reasonably necessary to provide you the Service that you have requested. By Using the Service, Hutano is granting you the non-exclusive and temporary licence to use the Hutano Content. This licence shall terminate when your account is either closed or deleted by any means through these Terms. You expressly prohibited from modifying any of the Content or Intellectual Property Rights without the express and written consent of Hutano.

Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.