

TERMS AND CONDITIONS

Please read these Terms of Use carefully – they set out the basis on which you are allowed to use this website. You should not use the Website if you do not agree with these Terms of Use. By using our website, you accept these Terms of Use and that you agree to comply with them. If you have any questions about them, please contact Customer Service at **info@markanthonyintl.com** before using this website.

Our site is directed to people age eighteen (18) or over residing in Germany. We do not represent that these terms or content available on or through our site is appropriate for or available in other locations. You must not use the website or cause or permit the website to be used if any material on this website, your use of this website, or products advertised on this website, is contrary to the laws of the jurisdiction in which you are located. If so, then this website is not intended for your use and we ask that you do not use this website.

We reserve the right to alter or update these Terms of Use from time to time. Please check these Terms of Use each time you visit our website to ensure you are aware of the terms that will govern your use of the website.

Who are we?

These Terms of Use relate to our website at ie.whiteclaw.com. We are Mark Anthony Brands International Unlimited Company, a company registered at Companies Registration Office, Ireland. Our registered office is 4th Floor, Donnybrook House, 36 – 42, Donnybrook Road, Dublin D04 WN49 and our registered number is 625558. Our VAT number is 3542926LH.

You can contact us by email at **info@markanthonyintl.com**

Using our website

You must not use this website if you are not at least eighteen (18) years of age. If you are younger than eighteen (18) years of age please leave the website immediately. You must not circumvent any technical measures we use to ensure that the website complies with applicable law and regulation. You can use this website for your own personal, non-commercial use. We may make changes to the website from time to time. The content on this website is for information only. We cannot guarantee that the website or any content on it or accessible from it, will always be available or uninterrupted or stay the same – we might change it to improve it or to reflect changes to our products and our business priorities. We reserve the right to suspend the use of the website generally or block your access to any part of the website if we suspect misuse. We further reserve the right to disclose to the relevant authorities and in accordance with applicable law any information we hold concerning your identity and any evidence we have which relates directly or indirectly to misuse of this website. In the event that your misuse constitutes a criminal offence, we will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing any information we hold concerning your identity to them in accordance with applicable law.

We can't guarantee that this website or any content on it or accessible from it will be:

- compatible with all or any hardware and software which you may use;
- available all the time or at any specific time;
- accurate, complete and up to date; or
- secure or free from bugs or viruses.

Our website is made available free of charge. The information on this website is given for general information and interest purposes only, and you should not rely on it. We recommend that you take further advice or seek further guidance before taking any action based on the information contained on this website.

We are not responsible for any content or opinions posted on any form of social media or other forum which is accessible through our website, unless we ourselves have posted the content. However, should you think that content posted by third parties violates your rights, please contact us using the contact information given below, and we will look into the matter immediately. We will have the right to remove any content or opinions posted on our social media or other forum for any reason.

This website and its contents (including our trade marks) are protected by intellectual property rights, and either belong to us or are licensed to us to use. You may not copy or use them for any reason without our consent in writing.

Our Privacy Policy and Cookies Policy

For more information about how we collect and use personal data (including information collected through this website) please see our **Privacy Policy**.

For more information about the type of cookies we use on our website and how you can set your cookie preferences, please see our **Cookies Policy**.

Your Conduct

You will not:

- upload, post, e-mail or otherwise transmit any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the website;

- interfere with the servers or networks connected to the website or violate any of the procedures, policies or regulations of networks connected to the website;
- impersonate any other person while using the website;
- conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the website;
- submit or otherwise publish through the website or on any social media or other forums accessible from it any material or content which is defamatory, offensive, pornographic, abusive or threatening or which describes any illegal activity or advertises any goods or services;
- submit or otherwise publish through the website or on any social media or other forums accessible from it any material or content which infringes the intellectual property rights of a third party;
- use the website for any unlawful purpose; or
- resell, sublicense or export the software associated with the website.

Submissions

Please note that any comments, suggestions or feedback regarding our website or products you share with us by way of this website (or by way of any other forum accessible to you from this website including our social media forums, email or postal addresses) may be used or published by us to develop, improve, or market our website or products without your permission, in Ireland and elsewhere in the world, provided that in the context of marketing, we will only use such comments, suggestions or feedback on an anonymous basis.

Our liability to you

These Terms of Use do not exclude our liability (if any) to you for:

- personal injury or death resulting from our negligence; or

- fraud; or
- damages caused by wilful conduct or gross negligence any matter which it would be illegal for us to exclude or to attempt to exclude our liability.

In the event of a slightly negligent breach of an essential contractual duty, our liability shall be limited to the damage that is foreseeable and typical according to the nature of the transaction in question. An essential contractual duty is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which you may regularly rely and trust. Otherwise, our liability is excluded.

Linking

We may link to other websites. When we do this, we will try and make it as clear as possible that you are leaving our website. We are not responsible for these websites in any way, we have no control over these websites and do not endorse them. If, in your opinion, any content on third parties' websites we are linking to violate applicable law, please contact us using the contact information below, and we will look into the matter. Your use of these websites will be governed by that website's terms. You should check each website's terms and privacy policy when you visit it.

You may not link to this website from another website without our consent in writing.

Our Contract

These Terms of Use only deal with your access to this website.

Please note that we may not necessarily keep a copy of these Terms of Use.

We advise you to print a copy of them for your information in the future. You can download a pdf version of these Terms of Use by clicking **here**.

Our contract and all communications between us will be in English.

Disputes

If you have any complaint about this website or any of the goods or services we provide, you should contact Customer Services at **info@markanthonyintl.com** and we will try and resolve it as soon as possible. However, if we have a dispute regarding your use of the website or these Terms of Use, the courts will use Irish law to determine that dispute. If your habitual residence is in an EU member states other than Ireland, the provisions in your country of residence which cannot be derogated from by agreement remain unaffected. If you wish to take legal action against us you and we both agree that the courts of Ireland will have exclusive jurisdiction. Regardless of the foregoing, if you are a consumer and resident in Germany, any dispute or claim arising out of or in connection with these Terms of Use, or the breach, termination or invalidity thereof, shall be settled by the respective competent court.