

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS PRIOR TO USING WWW.DPOGROUP.COM.

3G Direct Pay Limited Terms and Conditions - www.dpogroup.com (<http://www.dpogroup.com>) (DEC/2016)

PLEASE READ THESE TERMS AND CONDITIONS PRIOR TO USING www.dpogroup.com (<http://www.dpogroup.com>) .

By using www.dpogroup.com (<http://www.dpogroup.com>) , the user agrees to the following terms and conditions:

1. www.dpogroup.com (<http://www.dpogroup.com>) is operated by 3G Direct Pay Limited. The site offers a variety of services and products, including tourism services, flights, organized trips and package deals ("The Service or Services").
2. The services offered in www.dpogroup.com (<http://www.dpogroup.com>) are offered by 3G Direct Pay Limited. The Services offered on www.dpogroup.com (<http://www.dpogroup.com>) may be provided by 3G Direct Pay Limited and / or other various third party providers and distributors.
3. The use of www.dpogroup.com (<http://www.dpogroup.com>) is subject to the terms and conditions stipulated here under ("The Terms and Conditions"). The Terms and Conditions constitute an agreement between 3G Direct Pay Limited and the user of www.dpogroup.com (<http://www.dpogroup.com>) .
4. The user is requested to carefully read the Terms and Conditions as they determine his rights and obligations. Using www.dpogroup.com and clicking the 'I agree to the Terms and Conditions' box on the payment page, constitutes a definite and irrevocable acceptance on the part of the user to all the Terms and Conditions. The user and / or anyone on his behalf shall not have any claim and / or demand, whether direct or indirect, against 3G Direct Pay Limited and / or its owners and / or anyone acting on their behalf, except as provided here within.
5. 3G Direct Pay Limited reserves the right to change and / or modify, at any time and at its sole discretion, the Terms and Conditions, the scope and availability of the Services at www.dpogroup.com (<http://www.dpogroup.com>) and any other aspect connected and / or related to www.dpogroup.com (<http://www.dpogroup.com>) . Each change and / or modification shall take effect from the time of its inclusion in www.dpogroup.com (<http://www.dpogroup.com>) . The binding Terms and Conditions of each order made by the user shall be the Terms and Conditions appearing on the www.dpogroup.com (<http://www.dpogroup.com>) site at the time of the order. A user who does not agree with any part of the Terms and Conditions must not use www.dpogroup.com (<http://www.dpogroup.com>) . The Terms and Conditions refer to both male and female, and the linguistic use of the male gender is for convenience only.

Information, Security and Privacy

6. The personal details that the user submits while making an order, including the details of his purchase(s), shall be retained by 3G Direct Pay Limited for its database. 3G Direct Pay Limited shall not transfer this information to any third party, except to its service providers and only for completing the order.
 - a. Card holder agrees that "merchant of record" stores card on file for quick deposit,
 - b. Or Card holder agrees that "merchant of record" PCI DSS Level 1 service provider stores card on file for quick deposit.
7. 3G Direct Pay Limited dedicates resources and takes measures to prevent others from entering www.dpogroup.com and infringing upon the privacy of the www.dpogroup.com users. However, it is impossible to totally prevent others from entering the site and obtaining the information contained within, without 3G Direct Pay Limited knowledge and authorization. Therefore, the user hereby s that he shall not have any claims and / or demands, whatever sort, against 3G Direct Pay Limited and / or anyone acting on its behalf arising from such unauthorized use of the information if it shall regretfully occur.

Ownership and Rights

8. www.dpogroup.com (<http://www.dpogroup.com>) , the trademarks and models contained within are the property of 3G Direct Pay Limited and / or of other third parties that advertise in www.dpogroup.com (<http://www.dpogroup.com>) . The user must not change and / or modify the content and / or the information and / or the data and / or the software and / or the Services and / or anything else contained within www.dpogroup.com (<http://www.dpogroup.com>) . Furthermore, the user must not copy and / or reproduce and / or republish and / or distribute and / or sell and / or transfer and / or modify and / or use, in any way or kind, directly and / or indirectly, data and / or information and / or any other element contained and / or is a part of www.dpogroup.com (<http://www.dpogroup.com>) , (except download, display and / or print one copy of the information presented at www.dpogroup.com (<http://www.dpogroup.com>) , on a single computer, for personal, non-commercial use only).
9. Nothing contained on www.dpogroup.com (<http://www.dpogroup.com>) should be construed as granting any license and / or any right to use any of the propriety rights displayed on www.dpogroup.com (<http://www.dpogroup.com>) , nor any waiver of whatever kind, of those rights by their owners.

10. The use of any trademarks and / or other propriety rights, contained in www.dpogroup.com, on any other Web site and / or in any other environment of networked computers is strictly prohibited. The user must not post and / or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic, or profane material and / or any other material that could constitute and / or encourage conduct that would be considered a criminal offense and / or give rise to civil liability and / or otherwise in violation of any law domestic or foreign.

11. Illegal and / or unauthorized use of www.dpogroup.com (<http://www.dpogroup.com>) and / or of the information contained in www.dpogroup.com (<http://www.dpogroup.com>) shall constitute a breach of copyrights and / or trademarks and / or other intellectual properties and a violation of propriety laws. The user hereby s that he knows that www.dpogroup.com (<http://www.dpogroup.com>) and all the information and / or data contained within, as well as the form and design of www.dpogroup.com, are the exclusive property of 3G Direct Pay Limited and in the case of third parties' advertisements the property of those other third parties.

12. 3G Direct Pay Limited and any third party advertising on www.dpogroup.com (<http://www.dpogroup.com>) make no warranty of whatever sort or kind in regard to www.dpogroup.com (<http://www.dpogroup.com>) and the services and products advertised in www.dpogroup.com (<http://www.dpogroup.com>), all of which are provided on an "as is" basis. 3G Direct Pay Limited and any third party providers and / or distributors, do not warrant the accuracy and / or completeness and / or reliability of any of the content and / or information and / or data contained on www.dpogroup.com (<http://www.dpogroup.com>), and expressly disclaim, to the fullest extent permitted by the applicable law, all warranties and conditions, including implied warranties and conditions of merchant ability and / or fitness for a particular purpose, and non-infringement, and those arising by statute and / or otherwise in law and / or from a course of dealing and / or usage of trades. www.dpogroup.com (<http://www.dpogroup.com>) also includes merchant information over which 3G Direct Pay Limited has no supervision and / or control. 3G Direct Pay Limited does not verify the authenticity of this information and will not bear any liability for any mistake and / or deceit and / or discrepancy and / or missing information included therein.

Conditions and Liabilities

13. The liability of 3G Direct Pay Limited is Limited by their terms of contract as well as by international conventions and local laws. Before making an order for a specific service, booking and reserving a service and / or flight through www.dpogroup.com (<http://www.dpogroup.com>), it is recommended to read the specific customer contract of the service provider or the airline that operates the flight. If the user wishes to receive the contract conditions of the service provider or the airline which operates the flight, he can contact 3G Direct Pay Limited's Support Center, and this information, if available, shall be given to him under the condition that the user has reserved the flight through www.dpogroup.com (<http://www.dpogroup.com>).

14. If the services ordered by the user are not services that are provided by 3G Direct Pay Limited, 3G Direct Pay Limited shall be considered only as an intermediary between the user and the service provider and / or the airlines and / or the travel agencies and / or the tour operators, and therefore 3G Direct Pay Limited shall not be responsible and / or liable, directly and / or indirectly, to any damage and / or loss, of whatever sort or kind, due to the faulty and / or improper performance of those services and the sole responsibility and liability, in this regard, shall be borne by the service providers, according to their terms of service.

15. 3G Direct Pay Limited and / or any of the managers of www.dpogroup.com (<http://www.dpogroup.com>) and / or the operators of www.dpogroup.com (<http://www.dpogroup.com>) and / or anyone acting on their behalf do not warrant that the site is free from viruses and / or other malicious components that may damage the user's computer and / or other equipment and therefore shall not be responsible, under any circumstances, and / or liable for any damages, of whatever sort or kind, caused by such viruses and / or other components.

16. In no event, shall 3G Direct Pay Limited and / or any third party provider and / or distributor be liable for any injury and / or loss and / or claim and / or damage and / or any special and / or exemplary and / or punitive and / or indirect and / or incidental and / or consequential damage of any kind (including but not limited to lost profits and / or lost savings and / or revenues), whether based in contract, tort, strict liability, or otherwise, which arises out, or in any way connected with, any use of www.dpogroup.com (<http://www.dpogroup.com>) and / or any failure and / or delay (including but not limited to the use, or inability of use, of any component of www.dpogroup.com (<http://www.dpogroup.com>)), the performance and / or non-performance by 3G Direct Pay Limited and / or any third party provider and / or distributor, even if 3G Direct Pay Limited and / or any such third party has been advised of the possibility of such damages.

17. The user shall compensate and indemnify 3G Direct Pay Limited and / or anyone acting on its behalf and / or any third party provider and distributor and their officers, directors, employees, and agents, from and against any claims and / or demands including for all the expenditures and / or damages and / or legal costs that 3G Direct Pay Limited may be liable to due to the usage of www.dpogroup.com (<http://www.dpogroup.com>) by the user.

Change, Modifications and Cessation of the Site and Offered Services

18. 3G Direct Pay Limited may cease at any time the activity of www.dpogroup.com (<http://www.dpogroup.com>) and / or cancel the services offered in it, including but not limited to all or some of the links contained in www.dpogroup.com (<http://www.dpogroup.com>) to other sites.

19. 3G Direct Pay Limited may cancel the purchase of the services by the user, without any prior notice. 3G Direct Pay Limited may refuse access or cease access to www.dpogroup.com (<http://www.dpogroup.com>) or to any part of it, to any user and at any phase, at its sole discretion and without any prior notice.

20. 3G Direct Pay Limited may change and modify, from time to time, the site's structure and / or outlook and / or terms and conditions of use and / or the scope and availability of its offered services and / or any other element connected to the site, its operation and the services, at its sole discretion and without prior notice.

21. All pictures and images displayed on www.dpogroup.com (<http://www.dpogroup.com>) are for demonstration purposes only and do not, in any of form, constitute any obligation of whatever sort on 3G Direct Pay Limited's part.

22. Information displayed on www.dpogroup.com (<http://www.dpogroup.com>) that is given to 3G Direct Pay Limited by third parties is under the sole responsibility of those parties, and 3G Direct Pay Limited shall not be responsible and / or liable to any mistakes and / or misrepresentation, of whatever sort regarding such information.

Use of www.dpogroup.com (<http://www.dpogroup.com>)

23. The user may use www.dpogroup.com (<http://www.dpogroup.com>) to make legitimate orders or purchase different services and must not use www.dpogroup.com (<http://www.dpogroup.com>) for any other purposes, including without limitation, to make any speculative, false, or fraudulent order and / or any order in anticipation of demand.

24. An order through www.dpogroup.com (<http://www.dpogroup.com>) can be paid only by the forms of payment represented in www.dpogroup.com. Any person who owns a valid credit card or other form of payment may purchase services through 3G Direct Pay Limited. Without detracting from the above stated, a condition precedent for the execution of the purchase order through www.dpogroup.com (<http://www.dpogroup.com>) is the receipt of the approval of the user's credit card company or form of payment provider for the purchase.

25. www.dpogroup.com (<http://www.dpogroup.com>) is intended for making orders and purchasing different services and products and for the receipt of information in this regard to such services and products. No other use is permitted.

26. If the user represents that he is of a sufficient legal age to use www.dpogroup.com (<http://www.dpogroup.com>) and to create binding legal obligations for any liability that he may incur as a result of the use of www.dpogroup.com, he shall be financially responsible for all uses of www.dpogroup.com (<http://www.dpogroup.com>) by the user and those using his login information.

Reservation and Order Procedures

27. The user should enter in the chosen order's details, the form of payment details, and all other details requested by the order form. The user shall be solely responsible for all errors while entering the different requested details, including but not limited to errors in choosing the service details and / or the flight destination and / or vacation and / or the number of tickets and / or services that the user wishes to purchase and / or mistakes regarding the ages of the passengers and / or regarding the passenger's passport details.

28. 3G Direct Pay Limited and / or third party providers and / or distributors shall not be responsible and / or liable, directly and / or indirectly, if the order and / or some of the order's details shall not be accepted by the system, for whatever reason and / or cause.

29. 3G Direct Pay Limited shall not be responsible for any technical and / or other problems that shall prevent the user from purchasing the Services on www.dpogroup.com (<http://www.dpogroup.com>) .

30. Entering false details, including invalid credit card details and / or details of credit cards that the user has no right to use, is a criminal offense. Legal action can be taken against anyone entering false information, including civil suits for damages, which 3G Direct Pay Limited and / or any third-party providers and / or distributors, might incur due to, or regarding, the entering of false information.

31. 3G Direct Pay Limited and / or third party providers and / or distributors are under no obligation to accept the user's order and / or to give it priority over other orders including orders that were made later.

Prices and Payments

32. The prices listed on www.dpogroup.com (<http://www.dpogroup.com>) are valid for orders made exclusively through www.dpogroup.com (<http://www.dpogroup.com>) . The prices specified on www.dpogroup.com (<http://www.dpogroup.com>) are in U.S. dollars. All payments in different currencies shall be translated to U.S. dollars, as per the selling transfer rate of the U.S. dollar. 3G Direct Pay Limited. shall debit the user's credit card for the order only after confirmation of the order.

An extra fee will be charged for order changes and / or cancellations.

33. Though the total amount that the customer is charged is clearly indicated on the payment page, the customer may incur additional costs depending on the preferred mode of payment (i.e. Safaricom charges for mpesa transfers, debit card transaction fees for debit cards, etc). 33.(b). From 1 May 2022, payments from or terminating in Ghana, will be charged a 1.50% electronic transfer levy "e-levy" at the time of the transaction. This will be an additional fee as laid out in the Ghana Electronic Transfer Levy Act 2022 (Act 1075). Refer to <https://gra.gov.gh/e-levy/> for more information on the Ghana e-levy.

34. The number of vacation days per each package listed on www.dpogroup.com (<http://www.dpogroup.com>) includes the day of departure and the day of return, in accordance with the flight schedules of the various airlines. The number of vacation days is counted from the time the passengers leave their country to the time they return, even if the departure occurs in the afternoon or evening and the return flight lands in the morning.

Cancellations

35. Reservation that have been sent and cancelled shall be charged with cancellation fees.

36. The cancellation fees that the user shall be charged with shall be at the rates customary in 3G Direct Pay Limited. and / or as charged by third party providers and distributors of the Services. The user is requested to ascertain, by phone, the rate of the cancellation fees before the actual cancellation.

37. 3G Direct Pay Limited. recommends that the user acquire insurance policies, which will cover events of cancellations, and a medical insurance policy. 3G Direct Pay Limited. recommends that the user check carefully the terms and conditions stated in these policies.

Visas and Passports

38. The user shall be solely responsible for any damages of whatever sort or kind that may be caused by any errors in typing passport details, including their expiration dates. A passenger who claims to have a valid exit or entrance visa, in accordance with the law of the relevant countries, and then finds out at the airport of departure or destination, that he does not hold a valid visa and / or other essential documents, is solely responsible for all the damages that he and / or the airline and / or 3G Direct Pay Limited and / or anyone acting on its behalf, shall incur.

39. The passenger shall indemnify the airline and / or 3G Direct Pay Limited and / or anyone acting on its behalf, for such damages immediately upon 3G Direct Pay Limited's first demand. In addition, and without prejudice to the passenger's obligation, 3G Direct Pay Limited shall be entitled to debit those amounts by charging the passenger's credit card that the details of which were given by the passenger and / or any other means.

Links to Other Sites

40. www.dpogroup.com (<http://www.dpogroup.com>) contains links to different commercial Web sites and other Internet pages (hereinafter: "the other web sites"). 3G Direct Pay Limited. has no control over the other web sites, and the use of them is subject to the terms, conditions and other instructions detailed in the other web sites, if such exist. The Web Sites are provided only for the user's convenience and are not endorsed by 3G Direct Pay Limited. in any way or form.

41. 3G Direct Pay Limited shall not be liable in any way whatsoever to the contents of the other web sites and the inclusion of the links are not, in any way, confirmations of whatever sort, on 3G Direct Pay Limited's behalf, as to the truthfulness and / or correctness of the information contained on the other web sites.

42. If the user shall decide to access the other web sites, he does so at his own risk. Every transaction that the user will carry out on the other web sites shall be executed directly between the user and the other web site and / or the site owners and / or its operators and / or anyone acting on their behalf, without any involvement on the part of 3G Direct Pay Limited and / or anyone acting on 3G Direct Pay Limited's behalf, and 3G Direct Pay Limited and / or anyone acting on its behalf shall not be liable, in any way or form, to any act and / or transaction and / or purchase that shall take place in the other web sites.

43. By using www.dpogroup.com (<http://www.dpogroup.com>) , the user agrees and acknowledges that he will have no claim and / or demand, of any kind or form, against 3G Direct Pay Limited. and / or anyone acting on its behalf for any use and / or act and / or transaction and / or purchase of products and / or services that will take place on the other web sites.

44. If 3G Direct Pay Limited and / or anyone acting on its behalf, shall try out of their good will and on exceptional basis to assist in solving a problem of a user on www.dpogroup.com (<http://www.dpogroup.com>) that chose to carry out a transaction on the other web sites, this assistance shall not be interpreted in any way as putting any liability, of whatever kind or form, on 3G Direct Pay Limited. and / or anyone acting on its behalf. Similarly, nothing shall be interpreted in these Terms and Conditions as creating any liability of whatever sort or kind on 3G Direct Pay Limited. and / or anyone acting on its behalf, for any act, whatsoever, that the user has taken on the other web sites or by means of the other web sites.

Entire Agreement, Additional Terms and Severability

45. These Terms and Conditions, together with those incorporated herein or referred to herein, constitute the entire Agreement between 3G Direct Pay Limited and the user, relating to the subject matter hereof, and supersedes any prior understandings and / or agreements (whether oral and / or written) regarding the subject matter, and may not be amended and / or modified except in writing or by making such amendments or modifications available on www.dpogroup.com (<http://www.dpogroup.com>) .

46. Additional terms and conditions may apply to orders, purchases of goods and / or services and other uses of portions www.dpogroup.com (<http://www.dpogroup.com>) , and the user agrees to abide by such other terms and conditions.

47. The Terms and Conditions shall be deemed severable. If any provision shall be determined to be unenforceable and / or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by the applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

Jurisdiction and Choice of Law

48. The law of the UK only, shall govern this Agreement and the orders made through www.dpogroup.com. The Courts of London, UK shall have the exclusive jurisdiction in any dispute and / or complaint and / or the claim regarding the use of www.dpogroup.com (<http://www.dpogroup.com>) and the purchases/orders made on it.

Terms & Conditions

49. The service provider terms, conditions and cancellation / return policy will apply.

50. The credit card that made payment must be presented when the service is consumed and / or at the check-in (or prior to consumption of the service), together with valid identification documents. In all cases, if the card holder is not the service consumer, 3G Direct Pay or the service provider will request additional verification information.

- **Astonish And Gama Kenya Terms & Conditions - Service Provider**
Terms and Conditions

Overview

This website is operated by Sparkle Brands Limited. Throughout the site, the terms ' we' , ' us' and ' our' refer to offers on this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and / or purchasing something from us, you engage in our Services and agree to be bound by the following terms and conditions ('Terms of Service' , 'Terms'), including those additional terms and conditions and policies referenced herein and / or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and / or contributors of content. If you are entering into this agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this agreement, in which case the terms herein shall refer to such entity. If you do not have such authority, or if you do not agree with these Terms and Conditions, you must not accept this agreement and may not access and use the Website and Services. If you have any questions, please reach out to us via email on info@sparklebrands.com.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and / or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and where applicable, you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Modifications to the Service and Prices

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Products or Services

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or Services is inaccurate at any time without prior notice (including after you have submitted your order).

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Return Policy
We do not accept returns/exchanges of products after delivery. In-store credit notes cannot be generated for items purchased online. No Cash refunds will be allowed.

If a product is deemed faulty upon delivery, a credit may be issued for use on the online store, depending of the circumstances of the incident.

Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store.

You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Personal Information

Your submission of personal information through the store is governed by these Terms.

In using some of the features offered on the Website, you may be asked to provide certain Personal Information (or personal data) (for example, your name and e-mail address).

We receive and store any information you knowingly provide to us when you create an account, make a purchase, or fill any forms on the Website. When required, this information may include the following:

- Account details (such as username, password, etc)
- Contact information (such as email address, phone number, etc)
- Basic personal information (such as name, etc)
- Payment information (such as credit card details, bank details, etc)
- Location data (such as the physical address you may provide us with. etc)

You can choose not to provide us with your Personal Information, but then you may not be able to use or take advantage of some of the features on the Website.

In order to make the Website and Services available to you, or to meet a legal obligation, we may need to collect and use certain Personal Information. If you do not provide the information that we request, we may not be able to provide you with the requested products or services. Any of the information we collect from you may be used for the following purposes:

- Create and manage user accounts
- Fulfill and manage orders
- Deliver products or services
- Improve products and services
- Send marketing and promotional communications
- Send product and service updates
- Respond to inquiries and offer support
- Calls to offer assistance / provide updated on delivery
- Request user feedback to improve user experience.
- Run and operate the Website and Services

Processing your Personal Information depends on how you interact with the Website and Services, and if one of the following applies:

(i) you have given your consent for one or more specific purposes; (ii) provision of information is necessary for the performance of an agreement with you and/or for any pre-contractual obligations thereof; (iii) processing is necessary for compliance with a legal obligation to which you are subject; (iv) processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in us; (v) processing is necessary for the purposes of the legitimate interests pursued by us or by a third party. We may also combine or aggregate some of your Personal Information in order to better serve you and to improve and update our Website and Services.

Depending on the requested Services or as necessary to complete any transaction or provide any Service you have requested, we may share your information with our trusted third parties, affiliates, contracted companies, and service providers (collectively, "Service Providers") we rely upon to assist in the operation of the Website and Services available to you and whose privacy policies are consistent with ours or who agree to abide by our policies with respect to Personal Information. We will not share any information with unaffiliated third parties.

Service Providers are not authorized to use or disclose your information except as necessary to perform services on our behalf or comply with legal requirements. Service Providers are given the information they need only in order to perform their designated functions, and we do not authorize them to use or disclose any of the provided information for their own marketing or other purposes. We will share and disclose your information only with the following categories of Service Providers:

- Fulfillment of orders or services placed, including deliveries where requested
- Payment processors
- Sales and marketing services
- Website hosting service providers

We may also disclose any Personal Information we collect, use or receive if required or permitted by law, and when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request.

We may permit certain third-party companies to help us tailor advertising that we think may be of interest to Users and to collect and use other data about User activities on the Website.

We offer electronic newsletters and updates to which you may voluntarily subscribe at any time. We are committed to keeping your e-mail address confidential and will not disclose your email address to any third parties except as allowed herein or for the purposes of utilizing a third-party provider to send such emails. We will maintain the information sent via e-mail in accordance with applicable laws and regulations.

In the event we become aware that the security of the Website and Services has been compromised or Users' Personal Information has been disclosed to unrelated third parties as a result of external activity, including, but not limited to, security attacks or fraud, we reserve the right to take reasonably appropriate measures in accordance with the respective laws governing the same, including, but not limited to, investigation and reporting, as well as notification to and cooperation with law enforcement authorities. In the event of a data breach, we will make reasonable efforts to notify affected individuals if we believe that there is a reasonable risk of harm to the User as a result of the breach or if notice is otherwise required by law. When we do, we will post a notice on the Website.

Users may reach out to us with any queries on info@sparklebrands.com.

Errors, Inaccuracies and Omissions

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