

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

Eventtoile Sagl owns and operates this website (www.eventtoile.com). These Terms and Conditions govern your relationship with Eventtoile Sagl. By accessing and using this website and the products and services available through it ("Services"), you agree to be bound by these Terms and Conditions, as may be updated by us from time to time. Please check this page regularly for any changes. Your continued use of the website after any changes constitutes acceptance of those changes. Access to this website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice for any reason. We will not be liable if, for any reason, this website is unavailable at any time or for any period. We may restrict access to some parts or all of this website. This website may contain links to third-party websites, we have no control over the Linked Sites and accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

2. PRIVACY POLICY

Our Privacy Policy, which explains how we collect, use, and protect your information, can be found at [\[Link to Your Privacy Policy\]](#). By using this website, you consent to the processing described in the Privacy Policy and warrant that all data provided by you is accurate.

3. PROHIBITED USES

You agree not to misuse this website. Specifically, you will not:

- Commit or promote any criminal activity.
- Transmit or distribute viruses, trojans, worms, logic bombs, or any other malicious or harmful material, or content that breaches confidentiality or is offensive or obscene.
- Hack into any part of the Service or corrupt data.
- Cause annoyance or disruption to other users.
- Infringe upon the proprietary rights of others.
- Send unsolicited advertising or promotional material, commonly known as "spam."
- Attempt to affect the performance or functionality of any computer systems accessed through this website.
- Use automated systems, including but not limited to "robots," "spiders," or "offline readers," to access the website in a way that sends more requests than a typical human could reasonably generate using a standard web browser.

Breaching this provision may constitute a criminal offense, and Eventtoile Sagl will report any such breach to the relevant law enforcement authorities and disclose your identity to them. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of this website or to your downloading of any material posted on it, or on any website linked to it.

4. INTELLECTUAL PROPERTY

The intellectual property rights in all software and content (including photographic images) made available to you on or through this website remains the property of Eventtoile Sagl or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Eventtoile Sagl and its licensors. You may store, print, and display the content

supplied solely for your own personal, non-commercial use. You are not permitted to publish, manipulate, distribute, or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this website, nor may you use any such content in connection with any business or commercial enterprise, without express written consent from Eventoile Sagl.

5. TERMS OF SALE

By placing an order, you are offering to purchase a product or service on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. In order to contract with Eventoile Sagl, you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. Eventoile Sagl retains the right to refuse any request made by you. If your order is accepted, we will inform you by email, and we will confirm the identity of the party which you have contracted with. This will usually be Eventoile Sagl, or may in some cases be a third party. Where a contract is made with a third party, Eventoile Sagl is not acting as either agent or principal, and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order, you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order, and that there are sufficient funds to cover the cost of the goods or services. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

(A) OUR CONTRACT

When you place an order, you will receive an acknowledgment e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you or that the service you ordered has been scheduled. Only those goods or services listed in the confirmation e-mail sent at the time of dispatch/scheduling will be included in the contract formed.

(B) SERVICES - CONTRACT & PAYMENT

- **Service Agreement:** Detailed wedding and event planning services are outlined in a separate Wedding and Event Planning Agreement ("WEP Agreement"), including scope, timelines, payment schedule, and cancellation policy.
- **Contract Formation:** The Agreement becomes binding upon signature by both you and an authorized representative of Eventoile Sagl.
- **Payment:** A deposit is required to secure services as per the WEP Agreement; the remaining balance is due as scheduled. Accepted payment methods include Credit Cards or Bank Transfer.
- **Pricing:** All prices for services are clearly stated in the WEP Agreement.
- **Changes & Amendments:** Any modifications must be made in writing and signed by both parties.

(C) GOODS - CONTRACT & PAYMENT

- Upon receiving your order, we carry out a standard authorization check on your payment card to ensure there are sufficient funds to make the transaction. Your card will be debited upon authorization being received.
- The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase.

- Once the goods have been despatched and you have been sent a confirmation email, the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

(D) PRICING AND AVAILABILITY

While we try and ensure that all details, descriptions, and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods or services which you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. Delivery costs (if applicable) will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

6. DISCLAIMER OF LIABILITY

The material displayed on this Website is provided without any guarantees, conditions, or warranties as to its accuracy. Unless expressly stated to the contrary, to the fullest extent permitted by Eventoile Sagl and its suppliers, content providers, and advertisers hereby expressly exclude all conditions, warranties, and other terms which might otherwise be implied by statute, common law, or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive, or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Eventoile Sagl's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

7. LINKING TO THIS WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page without our express written permission. We reserve the right to withdraw linking permission without notice.

8. DISCLAIMER AS TO OWNERSHIP OF TRADEMARKS, IMAGES OF PERSONALITIES, AND THIRD-PARTY COPYRIGHT

Except where expressly stated to the contrary, all persons (including their names and images), third-party trademarks, and content, services, and/or locations featured on this Website are in no way associated, linked, or affiliated with Eventoile Sagl, and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to, it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Eventoile Sagl.

9. INDEMNITY

You agree to indemnify, defend, and hold harmless Eventoile Sagl, its directors, officers, employees, consultants, agents, and affiliates from any and all third-party claims, liability, damages, and/or costs (including, but not limited to, legal fees) arising from your use of this Website, our services, or your breach of these Terms and Conditions or the Wedding and Event Planning Agreement.

10. VARIATION

Eventoile Sagl shall have the right, in its absolute discretion, at any time and without notice, to amend, remove, or vary the Services and/or any page of this Website.

11. INVALIDITY

If any part of these Terms and Conditions is unenforceable (including any provision in which we exclude our liability to you), the enforceability of any other part of the Terms and Conditions will not be affected; all other clauses remaining in full force and effect. So far as possible, where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

12. COMPLAINTS

We operate a complaints-handling procedure which we will use to try to resolve disputes when they first arise. Please let us know if you have any complaints or comments.

13. WAIVER

If you breach these conditions 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.

14. ENTIRE AGREEMENT

These Terms and Conditions, together with the Wedding and Event Planning Agreement (if applicable) constitute the entire agreement between you and Eventoile Sagl and supersede any and all preceding all prior agreements. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by a Director of Eventoile Sagl.

15. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Lugano, Switzerland. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of Lugano, Switzerland.

16. CONTACT INFORMATION

If you have any questions about these Terms and Conditions, please contact us at: office@eventoile.com; M. +41788270930; Via Zorzi 15, CH 6900 Paradiso.

