



PERMALASH™

PERMALASH AMBASSADOR TERMS & CONDITIONS

As an authorised Ambassador (Ambassador) of Permalash (a registered trading name of Zena Cosmetics (U.K) Ltd), you agree to abide by the terms and conditions contained in this Agreement (Agreement). Please read the entire Agreement carefully before registering and promoting Permalash as an Ambassador.

Your participation in the Programme is solely to legally advertise our website to receive a commission on memberships and products purchased by individuals referred to Permalash by your own website or personal referrals.

By signing up for the Permalash Ambassador Programme (Programme), you indicate your acceptance of this Agreement and its terms and conditions.

DEFINITIONS

Definitions

“this Agreement” shall mean the contents of the contract between Permalash and the Ambassador in respect of the Programme.

“Permalash” shall mean Permalash (a trading name of Zena Cosmetics, company No. 01091512), whose registered office is c/o Pooleys, 45 Lemon Street, Truro, Cornwall, TR1 2NS,

'the Site' shall mean the www.permalashtint.co.uk website.

'the Programme' shall mean the Ambassador Programme as set out on the Site and that is governed by this Agreement.

'the Ambassador' shall mean the party who agrees to take part in the Programme.

Ambassador Programme

The Programme shall be the Ambassador programme as set out on the Site from time to time.

Permalash is entitled to vary, amend or cancel the Programme without giving notice to the Ambassador. Permalash may make any such change by publishing any revised terms on the Site.

The Programme is expressly a business-to-business relationship and both Permalash and the Ambassador enter into it in a business capacity and not as a consumer.

The Programme does not entitle the Ambassador to represent themselves as an agent, partner or any other form of associate of Permalash other than as an Ambassador as expressly provided for in this Agreement.

APPROVAL & REJECTION OF APPLICATIONS

We reserve the right to approve or reject ANY Ambassador Programme Application in our sole and absolute discretion. You will have no legal recourse against us for the rejection of your Ambassador Programme Application.

AMBASSADOR BENEFITS

All Permalash Ambassadors will automatically receive a 25% discount for use on our website, in addition to discount codes that can be shared with their followers (terms and conditions apply). As of April 2021, commission is **not** paid to our ambassadors.

TERMINATION

Your Ambassador application and status in the Programme may be suspended or terminated for any of the following reasons:

- Inappropriate advertisements (false claims, misleading hyperlinks, etc.).
- Spamming (mass email, mass newsgroup posting, etc.).
- Advertising on sites containing or promoting illegal activities.
- Failure to disclose your Ambassador status in social media posts where Permalash is referenced to – either explicitly or implicitly.
- Violation of Permalash's intellectual property rights.

In addition to the above, Permalash reserves the right to terminate any Ambassador account at any time, for any violations of this Agreement.

UPDATES AND MODIFICATIONS

Permalash reserves the right to modify or otherwise change the terms of this Agreement at any time as it sees fit. Permalash shall make such modifications by way of publishing revised terms on the Site. Ambassadors only remedy in the event of revised terms of this Agreement being published shall be to terminate this Agreement. An Ambassador shall be deemed to have accepted of any modification to this Agreement as published from time to time.

LIABILITY

Permalash shall not be liable to the Ambassador or to any other person, for indirect, incidental, or special damages, lost profits, loss of goodwill, lost savings, or any other form of consequential damages, regardless of the form of action, even if Permalash has been advised of the possibility of such damages, whether resulting from breach of its obligations under this Agreement or otherwise.

Permalash's entire liability in respect of any liability arising under this agreement will not exceed the total commission fees paid or payable to the Ambassador under this Agreement.

Permalash makes no warranties, either express or implied, concerning the performance or functionality of our products, or the Programme as a whole. This includes but is not limited to the Link or any other Ambassador advertisements and hereby expressly disclaims all implied warranties, including warranties of merchantability or fitness for a particular use or purpose.

Permalash shall under no circumstances be liable to the Ambassador or to any other person or entity for any loss, injury, or damage, of whatever kind, resulting from or arising out of any mistakes, errors, omissions, delays, or interruptions in the receipt, transmission, or storage of any messages or information arising out of or in connection with the Programme or Permalash.

GOVERNANCE

This Agreement is governed by and is construed in accordance with the laws of England and Wales. The Courts of England and Wales shall have jurisdiction to hear any disputes arising from this Agreement.

Permalash shall not be liable for the legality of the Permalash Ambassador Programme in countries other than the United Kingdom. Ambassadors are solely responsible for the legality of the use of the Programme if the Ambassador in question has registered from a country other than the United Kingdom.