

Terms and Conditions

THE AGREEMENT: The use of this website and services on this website provided by **Top of the Kop** (hereinafter referred to as "Website") are subject to the following Terms & Conditions, all parts, and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

DEFINITIONS

"Agreement" denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website.

"We", "us" and "our" are references to TOTK.CO.UK.

"User", "You" and "your" denotes the person who is accessing the website for taking or availing any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website.

"Website" shall mean and include totk.co.uk and any successor Website of the Company or any of its affiliates.

Parties: Collectively, the parties to this Agreement (We and You) will be referred to as Parties.

ASSENT & ACCEPTANCE

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE "TERMS") CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF THE SERVICES AND CONTENT. FOR EXAMPLE, THE TERMS INCLUDE:

- YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.
- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE SERVICES IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL APPLICABLE TERMS. If you do not agree to these Terms or our Privacy Policy, then please cease using the Services immediately. We reserve the right to change these Terms at any time (see "Changes to these Terms" below.) By accessing, browsing and/or using the Services after updates to these Terms have been posted, you agree to be bound by the updated Terms. THESE TERMS AND OUR PRIVACY POLICY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND TOP OF THE KOP.

Consequences of Non-Compliance

Your failure to comply with the Terms may result in the suspension or termination of your account and/or access to the Services and may subject you to civil and criminal penalties.

ORDERING

- All the purchases from this website shall be governed by our terms and conditions.
- If you make an Order for buying any product from our website. At the time of order, while providing your details you must be careful and warrant that the details provided are true and accurate.
- Payment mode shall be:
 - a) Online: Credit Cards and Debit cards.
 - b) PayPal
- You will need to register on the site with information about yourself that is accurate, current, and complete. The password you provide should be kept secure and you must notify us of any breach of security or unauthorized use of your account.
- You place an order on the site by adding your selected item(s) to the shopping bag and proceeding to checkout. Items in your shopping bag are not reserved and may be purchased by another customer. Please read and check your order carefully before submitting it.
- Payment will be collected immediately upon completion of the payment process and an email will be sent to confirm your order. Another email will be sent a later day to confirm the details of the delivery of your product.
- In any case of exception, we may contact you to say that we do not accept your order. This is typically for the following reasons:
 - a) the products are unavailable;(due to discontinuation of the design etc.)
 - b) we cannot authorize your payment.
 - c) you are not allowed to buy the products from us.
 - d) we are not allowed to sell the products to you.
- there has been a mistake in the pricing or description of the products.
- In such a scenario we will be sending you a mail to confirm that your order has not been accepted and your payment will be transferred back to you within the next 24 hours from this mail.
- We will only accept your order when we email you to confirm this (Confirmation Email). At this point:
 - a) A legally binding contract will be in place between you and us; and
 - b) We will dispatch the products to you or inform you of the estimated dispatch date.
- Any order to purchase a product that you place with us is subject to acceptance by us. When you make your order online, we will provide you an email to confirm that we have received it.
- If there is an error in the order confirmation, please contact us immediately by email at info@totk.co.uk
- We may refuse or be unable to process your order if Your card or PayPal account does not give authorization for the payment of purchase price.

- You do not meet the eligibility to order criteria set out above.
- You must notify us instantly if any particulars are inappropriate. If your payment has not been accepted, you will be informed of this in writing along with the reasons.
- We are happy to support you if there is any issue you can contact info@totk.co.uk for any inquiry or problem.
- We take customer feedback very seriously and use it to constantly improve our products and quality of service.

AVAILABILITY

While we make every effort to maintain stock of all items advertised for sale on our site, this cannot be guaranteed, and by acknowledging receipt of your order, we are not entering into a binding contract to supply the items you have ordered but do not currently have in stock. Because the site's content is managed, any products that are temporarily unavailable should be highlighted.

ACCURACY OF INFORMATION

We attempt to be as accurate as possible when describing our products on the Site; however, we do not warrant that the product descriptions, colors, information, or other content available on the Site are accurate, complete, reliable, current, or error-free.

This Site may contain typographical errors or inaccuracies and may not be complete or current. TOP OF THE KOP therefore reserves the right to correct any errors, inaccuracies, or omissions (including after an order has been submitted) and to change or update information at any time without prior notice. Please note that such errors, inaccuracies, or omissions may relate to pricing and availability, and we reserve the right to cancel or refuse to accept any order placed based on incorrect pricing or availability information. We apologize for any inconvenience.

DESCRIPTIONS AND PRODUCT INFORMATION

We have made every effort to accurately represent the colors of our products and their packaging. However, due to monitor calibration differences, we cannot guarantee that the color you see on your monitor accurately represents the color of the product and its packaging. Naturally, if you have any questions about the product, you may contact us.

Top of the Kop warrants that the goods you purchase will conform to the description provided by Top of the Kop Store at the time of delivery to you. Each description or specification of the Products we sell is made in good faith and is accurate to a reasonable degree, as we manufacture most of the goods and products available through Top of the Kop.

No statement, description, information, warranty, condition, or recommendation contained in any catalogue, price list, advertisement, or verbal communication made by an employee of Top of the Kop shall be construed to enlarge, vary, or supersede any provision of these Terms in any way.

CONFORMITY OF GOODS

We take great care to ensure that the product descriptions and specifications are accurate at the time of publication. However, the specifications and descriptions of products on this Website are not intended to be binding and are solely for the purpose of providing an overview of the products. Additionally, while we make every effort to ensure that the color reproduction of the products is accurate, we cannot accept

responsibility for any color variation caused by the browser software or computer system used to view the products.

LICENSE TO USE WEBSITE

We may provide you with certain information because of your use of the Website or Services. Such information may include but is not limited to, documentation, data, or information developed by us, and other materials which may assist in your use of the Website or Services ("Our Materials"). Subject to this Agreement, we grant you a non-exclusive, limited, non-transferable, and revocable license to use Our Materials solely in connection with your use of the Website and Services. Our Materials may not be used for any other purpose, and this license terminates upon your cessation of use of the Website or Services or at the termination of this Agreement.

USER CONTENT

Content Responsibility.

The website permits you to share content, post comments, feedback, etc. but you are solely responsible for the content posted by you. You represent that you have required permission to use the content.

When posting content to the website, please do not post content that:

- contains ill-mannered, profane, abusive, racist, or hateful language or expressions, text, photographs, or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature.
- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains exaggeration or unsubstantiated claims.
- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community.
- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation, or disability, or refers to such matters in any manner prohibited by law.
- violates or inappropriately encourages the violation of any municipal, state, federal, or international law, rule, regulation, or ordinance.
- uses or attempts to use another's account, password, service, or system except as expressly permitted by the Terms of use uploads or transmits viruses or other harmful, disruptive, or destructive files.
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects.
- Any submitted content that includes, but is not limited to the following, will be refused. If repeated violations occur, we reserve the right to cancel user access to the website without advanced notice.

INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by us are the property of Top of the Kop, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree

that we own all rights, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.

- To make the Website and Services available to you, you hereby grant us a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content you publish, upload, or otherwise make available to the Website ("Your Content"). We claim no further proprietary rights in your Content.
- If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact us and let us know.

USER OBLIGATIONS

As a user of the Website or Services, you may be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to use the Website and Services. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. An email notification will suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information. Providing false or inaccurate information or using the Website or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of totk.co.uk.

- You further agree not to use the Website or Services:
- To harass, abuse, or threaten others or otherwise violate any person's legal rights.
- To violate any of our intellectual property rights or any third party.
- To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
- To perpetrate any fraud.
- To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme.
- To publish or distribute any obscene or defamatory material.
- To publish or distribute any material that incites violence, hate, or discrimination towards any group.
- To unlawfully gather information about others.

INDEMNIFICATION

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Top of the Kop and its affiliates and/or related entities, whether direct or indirect, current, former or future, and its and their respective current, former or future officers, directors, employees, agents, successors and assigns and related third parties (each an "Indemnified Party"), for any claims, causes of action, debts, damages, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to

or arising out of any third-party claim that (a) your use of or inability to use the Services, (b) any user postings made by you, (c) your violation of any terms of this Agreement or your violation of any rights of a third-party, or (d) your violation of any applicable laws, rules or regulations, except to the extent caused by any unlawful or negligent act or omission by Top of the Kop. Top of the Kop reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Top of the Kop in asserting any available defenses. An Indemnified Party may participate in the defense by counsel of its own choosing, at its own cost and expense. You shall not settle any claim that adversely affects an Indemnified Party or imposes any obligation or liability on an Indemnified Party without the Indemnified Party's prior written consent.

EXCLUSION OF LIABILITY

You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user using the totk.co.uk Website including loss of data or information or any kind of financial or physical loss or damage.

In no event shall Top of the Kop, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

THIRD-PARTY LINKS & CONTENT

We may occasionally post links to third-party websites or other services. You agree that we are not responsible for any loss or damage caused because of your use of any third-party services linked to or from Our Website.

TERM, TERMINATION & SUSPENSION

We may terminate this Agreement with you at any time for any reason, with or without cause. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If you have registered for an account with Us, you may also terminate this Agreement at any time by contacting us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

“AS IS” and “AS AVAILABLE” Disclaimer

The Service is provided to You “AS IS” and “AS AVAILABLE” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and

on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

NO WARRANTIES

You agree that your use of the Website and Services is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website or Services will meet your needs or that the Website or Services will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to you, through your computer system, or because of the loss of your data from your use of the Website or Services is your sole responsibility and that we are not liable for any such damage or loss.

LIMITATION ON LIABILITY

We are not liable for any damages that may occur to you because of your use of the Website or Services, to the fullest extent permitted by law. This section applies to any claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

CONTACTING US

If you would like to contact us to understand more about terms or wish to contact us concerning any matter, you may do so via the [contact us](#) or email us at Info@totk.co.uk

Top of the Kop

United Kingdom

This document was last updated on November 22, 2021