

Terms of Use

Welcome to Big Top Models.

We provide access to the Big Top Models website, “the Site”, and sell our products to you subject to the conditions set out on this page.

Please read these conditions carefully before using the Site as by using the Site, you signify your agreement to be bound by these conditions.

For purposes of this agreement, “Service” refers to the Big Top Models ‘s services and products accessed via the Site. The terms “we,” “us,” and “our” refer to Big Top Models “You” refers to you, as a user of our Site or our Service.

1. **Your Account**

When you use the Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should tell us immediately if you have any reason to believe that your password could have become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and let us know immediately of any changes to the information that you provided when registering.

Big Top Models reserves the right to refuse access to the Site, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

2. **Privacy**

Big Top Models respects the privacy of its Service users. Please refer to our Privacy Policy, found here: <https://www.bigtopmodels.com/wp-content/uploads/2021/04/Big-Top-Models-Privacy-Policy.pdf> , which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement with the Privacy Policy as well as these Terms of Use.

3. **Place of Performance and Applicable Law**

Big Top Models is a company registered in Belgium. The Company makes no representation that any product referred to in the materials on this site is appropriate for use, or available, in other locations. Those who choose to access this site from other locations are responsible for compliance with local laws if and to the extent local laws are

applicable. Belgium shall govern this Agreement. You and we each submit to the exclusive jurisdiction of the Belgian courts in relation to disputes arising out of this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

4. Content

We have taken reasonable care in the preparation of the content of this site. However, to the extent permitted by applicable law, Big Top Models disclaims all warranties, express or implied, as to the accuracy of the information contained in any of the materials on this site.

Big Top Models shall not be liable to any person for any loss or damage, which may arise from the use of any of the information contained in any of the materials on this site.

Certain links in this site will lead to sites which are not under the control of Big Top Models. When you activate any of these you will leave Big Top Models site and we have no control over and will accept no responsibility or liability for the material on any site which is not under the control of Big Top Models.

5. License for Site access

Big Top Models grants you a limited license to access and make personal use of this Site, but not to download, other than page caching, or modify it, or any portion of it, except with express written consent from us. This license does not include any resale or commercial use of this Site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this Site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This Site or any portion of this Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information, including images, text, page layout, or form, of Big Top Models without express written consent. You may not use any metatags or any other 'hidden text' utilizing our or our affiliates' names or trademarks without the express written consent of Big Top Models. Any unauthorised use terminates the permission or license granted by Big Top Models.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page at www.bigtopmodels.com as long as the link does not portray Big Top Models, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Big Top Models logo or other proprietary graphic or trademark, including those of Big Top Models' exclusive brands, as part of the

link without our express written consent.

Big Top Models grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis.

6. Your conduct

You must not use the Site in any way that causes, or is likely to cause, the Site or access to it to be interrupted, damaged or impaired in any way. You must not use the Site for any of the following:

- a. for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
- b. to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of, or contains, software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any 'spam' to cause annoyance, inconvenience or needless anxiety.

7. Copyright and database rights

All content included on the Site, such as photographs, text, graphics, logos, button icons, images and software, is the property of Big Top Models or its subsidiaries, its affiliates or its content suppliers and is protected by Belgium, EU, and international copyright and database right laws. The compilation of all content on this Site is the exclusive property of Big Top Models and its affiliates and is protected by Belgium, EU, and international copyright and database right laws. All software used on this Site is the property of Big Top Models or our software suppliers and is protected by Belgium EU, and international copyright laws.

You may not systematically extract and/or re-utilise parts of the contents of the Site without our written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract, either once or a number of times, for re-utilisation any substantial parts of this Site, without Big Top Models' express written consent. You also may not create and/or publish your own database that features substantial parts of this Site without our express written consent.

As a visitor to our Site you are licensed to copy electronically or to print portions of this site for your own personal, non-commercial use. Any other use of materials on this site without the Company's prior written consent is strictly prohibited.

8. Copyright complaints

Big Top Models respects the intellectual property rights of others and requires that the

users do the same. We have adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Service who are repeat infringers. We may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

If you are a copyright owner or an agent thereof and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification by sending the following information in writing to the our designated copyright agent at chris@bigtopmodels.com

Big Top Models
chris@bigtopmodels.com
Address:
Attn: Chris Pettersen / Big Top Models
Productions Associées Asbl
Rue Coenraets 72
1060 Bruxelles
Belgium

- a. The date of your notification;
- b. A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
- c. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- d. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
- e. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
- f. A statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and
- g. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

9. Intellectual Property

You acknowledge and agree that Big Top Models and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

10. Our contract

When you place an order to purchase a product from Big Top Models, we will send you an email confirming receipt of your order and containing the details of your order. That email will also confirm the cost of delivery which will be added to the purchase price. Your order represents an offer to us to purchase a product which is accepted by us when we dispatch that product to you and is confirmed by an email we send to you confirming that we have dispatched the goods.

That acceptance will be complete at the time we send the dispatch confirmation email to you. Any products on the same order which we have not confirmed in a dispatch confirmation email to have been dispatched do not form part of that contract. You can review the orders you have placed and their current status at any time by clicking 'Your Account' from the homepage at www.bigtopmodels.com You are seeking to enter into a contract with Big Top Models, when you place an order.

11. Pricing and product availability

Big Top Models is committed to providing our customers with great quality products. We list availability information for products sold by us on the Site, beyond this we cannot be more specific about availability. We have done our very best to display our items as accurately as possible on the site. Please be aware, variations in style, colour, size shape and look may occur. Despite our best efforts, a small number of products on our web-site may be mis-priced. If a product's correct price is lower than our stated price, we charge the lower amount and send you the product. If a product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before dispatch or cancel your order and notify you of that cancellation.

Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, we will inform you by email if any products you order turn out to be unavailable.

12. Discount Vouchers

Discount vouchers can be used towards goods of a higher price than the value of the Discount voucher on payment of the excess by credit/debit card. Discount Vouchers can be redeemed at www.bigtopmodels.com on any purchase agreed in the specific terms and conditions of that sale.

Discount Voucher refunds are subject to these terms and conditions and are not assignable or transferable.

- a.** Only one Discount voucher code can be used per person unless otherwise specified. Only one Discount Voucher can be redeemed against a purchase in any one transaction unless otherwise specified.
- b.** Discount Vouchers cannot be used in conjunction with Promotional and Gift Vouchers unless otherwise specified.

- c. Voucher codes only apply against the full normal RRP of the product unless otherwise stated. Discount Voucher refunds are not transferable and have a cash redemption value of 0.001p. Discount Vouchers are non-returnable.

The Company reserve the right to immediately suspend proceedings with a purchase if it believes the customer is in breach of any of these terms and conditions.

A Discount Voucher code cannot be claimed on transactions that have already been processed by the Company.

Big Top Models reserves the right to amend the terms and conditions of the Discount Voucher codes at any time and to take any action it deems reasonably necessary which may include cancelling the Discount Voucher. This does not affect your legal rights.

Voucher codes cannot be used in conjunction with existing offers or loyalty points unless otherwise stated.

13. Delivery

Delivery times quoted are estimates only, and Big Top Models, shall not be liable for any delays caused except to the extent caused wilfully or negligently by us.

14. Customs

When ordering goods from Big Top Models for delivery overseas the recipient may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges must be borne by the recipient; we have no control over these charges and cannot predict what they may be.

Customs policies vary widely from country to country, so you should contact the local customs office for further information. Additionally, please note that when ordering from Big Top Models, the recipient is considered the importer of record and must comply with all laws and regulations of the country in which the goods are received. We would like our international customers and customers dispatching products internationally to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

15. Children

www.bigtopmodels.com does not sell products for purchase by children. If you are under 18, you may use www.bigtopmodels.com only with the involvement of a parent or guardian.

16. Electronic communications

When you visit www.bigtopmodels.com or send emails to us, you are communicating with us electronically. We communicate with you by email or by posting notices on the Site. For contractual purposes, you consent to receive communications from us electronically and

you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that those communications be in writing. This condition does not affect your statutory rights.

17. **Limitation of Liability**

You agree that Big Top Models shall not be liable either in contract, tort, negligence, statutory duty or otherwise, for any:

- a. loss of profits, revenue or goodwill or any type of consequential, indirect or special loss or damage whatever arising from or in any way connected with this Agreement;
- b. direct loss or damage, including loss or damage which is reasonably foreseeable or occurs naturally in the course of things, resulting from any acts, omissions, failures or delays occurring on or in relation to those parts of the Internet not under the Big Top Models' direct control including, without limitation, damage for loss of business, loss of sales, non payment of sums due, loss of profits, business interruption, loss of reputation, loss of business information, or any other pecuniary loss, even where Big Top Models has been advised of the possibility of such loss or damage.
- c. You also agree that the maximum aggregate of liability of Big Top Models in contract, tort, negligence, statutory duty or otherwise, even where Big Top Modelshas been advised of the possibility of such loss or damage, for any loss or damage whatever arising from or in any way connected with:
 - i. any defect in a product;
 - ii. any failure by Big Top Models to process signals, data, information, orders or messages correctly or in a timely manner;
 - iii. any misrouting or non-delivery of signals, data information, messages or orders from you to other persons or from other persons to you, or any scrambling or distortion of data or information contained in them; and
 - iv. any liability not excluded by this Agreement shall, in respect of any one or more events or series or events, whether connected or unconnected, taking place within any twelve month period be limited, in the case of defects, to the price of the relevant goods. This limit shall also apply in the event that any exclusion or other provision contained in this Agreement is held to be invalid for any reason and Big Top Models becomes liable for loss or damage that could otherwise have been limited.

You agree and acknowledge that you are in a better position than Big Top Models to foresee and evaluate any potential damage or loss that you may suffer in connection with the goods and services provided by Big Top Models, and therefore that Big Top Models cannot adequately insure in respect of such liability. You warrant to Big Top Models that you will insure against, or bear yourself, any loss for which Big Top Models has excluded

liability.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of liability set out in this clause may not apply to you.

In particular, nothing in this Agreement shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of Big Top Models

18. Indemnity

You shall indemnify Big Top Models and any third part, including our subcontractors, from and against any liability, losses, rights, expenses, loss of profits, business interruption, consequential loss, pecuniary loss, claims or legal proceedings, including, but not limited to claims involving defamation and intellectual property infringement, and expenses, including legal fees, arising from your use of the company site or purchase of goods and/or services from that site which are brought or threatened against Big Top Models or suffered or incurred by Big Top Models by another person or entity.

19. Events beyond our reasonable control

Big Top Models shall not be held liable for any breach of this Agreement caused by circumstances out of its control including, but not limited to, Acts of God, fire, lightning, or extremely severe weather, explosion, war, disorder, flood, industrial disputes (whether or not involving our employees), acts or omissions of Internet services providers or acts of local or central Government or other competent authorities.

20. Email may not be used to provide notice

Communications made through the Service's email and messaging system will not constitute legal notice to the Site, the Service, or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

21. Warranty Disclaimer

The Service, is provided "as is," without warranty of any kind. Without limiting the foregoing, we expressly disclaim all warranties, whether express, implied or statutory, regarding the service including without limitation any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement. Without limiting the foregoing, we make no warranty or representation that access to or operation of the service will be uninterrupted or error free. You assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the service. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to you

Limitation of damages;

Release to the extent permitted by applicable law, in no event shall the Site, the Service, its affiliates, directors, or employees, or its licensors or partners, be liable to you for any loss of profits, use, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from:

- a. the use, disclosure, or display of your user content;
- b. your use or inability to use the service;
- c. the service generally or the software or systems that make the service available;
or
- d. any other interactions with use or with any other user of the service, whether based on warranty, contract, tort, including negligence, or any other legal theory, and whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to you.

22. Modification of Terms of Service

Big Top Models can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms of Use.

Big Top Models will endeavour to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile information current. Any changes to these Terms, other than as set forth in this paragraph, or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

23. Waiver

If you breach these conditions and we take no action, Big Top Models will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

24. Governing law and jurisdiction

These conditions are governed by and construed in accordance with the laws of Belgium. You agree, as we do, to submit to the non-exclusive jurisdiction of the Belgian courts. Your statutory rights are not affected by these terms and conditions.

25. Severability

If any part of this Terms of Use agreement is held or found to be invalid or unenforceable, that portion of the agreement will be construed as to be consistent with applicable law while the remaining portions of the agreement will remain in full force and effect. Any failure on our part to enforce any provision of this agreement will not be considered a waiver of our right to enforce such provision. Our rights under this agreement survive any transfer or termination of this agreement.

26. General Terms

You agree that any cause of action related to or arising out of your relationship with Big Top Models must commence within ONE year after the cause of action accrues.

Otherwise, such cause of action is permanently barred.

We may assign or delegate these Terms of Service and/or our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without our prior written consent, and any unauthorised assignment or delegation by you is void.

You acknowledge that you have read these terms of use, understand the terms of use, and will be bound by these terms and conditions. You further acknowledge that these terms of use together with the privacy policy at <https://www.bigtopmodels.com/wp-content/uploads/2021/04/Big-Top-Models-Privacy-Policy.pdf> represent the complete and exclusive statement of the agreement between us and that it supersedes any proposal or prior agreement oral or written, and any other communications between us relating to the subject matter of this agreement.

27. Our details

www.bigtopmodels.com is a limited company registered in Belgium.

You can contact us by clicking <https://www.bigtopmodels.com/contact/>

Or you can contact us by post through our office:

Attn: Chris Pettersen / Big Top Models

Productions Associées Asbl

Rue Coenraets 72

1060 Bruxelles

Belgium

Effective as of 8.4.2021