

## **WEBSITE TERMS AND CONDITIONS**

WARNING! Please read these Terms carefully before viewing this website. If you do not agree with these Terms, please do not use this website.

**BY VISITING OR USING THIS SITE IN ANY WAY, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW.**

**THIS IS THE ENTIRE AGREEMENT BETWEEN YOU (hereinafter - USER) AND WEPLAY MERCHANDISE (hereinafter - THE COMPANY) RELATING TO THE WEBSITE <https://wpmerchandise.com/en> (hereinafter - THE WEBSITE).**

**WEPLAY MERCHANDISE IS THE RIGHT OWNER OF THE WEBSITE.**

For any questions related to the use of the website, you can contact us at the following address: 04080, Ukraine, Kyiv, str. Korabelna, 6, "WEPLAY MERCHANDISE" LLC.

**THESE TERMS MAY BE UPDATED FROM TIME TO TIME BY THE WEBSITE ADMINISTRATION WITHOUT PRIOR NOTICE, SO PLEASE CHECK THESE TERMS FOR CHANGES EACH TIME YOU VISIT THE WEBSITE.**

### **THE AGREEMENT:**

This Agreement shall govern the use of all pages on this website. This Agreement applies to all users, regardless of whether they visit all pages on this website or only some of them.

#### **1) ASSENT & ACCEPTANCE**

By using the website, You warrant that You have read and reviewed this Agreement and that You agree to be bound by it. If You do not agree to be bound by this Agreement, please leave the website immediately. The Company only agrees to provide use of this website if You assent to this Agreement.

The Company grants you the right to view and download the materials from this website for your personal, non-commercial use only, provided that you retain all copyright and other proprietary notices contained in the original materials and any copies thereof. It is prohibited to modify the materials of this website, and to distribute or display them in any form or to use them in any other way for public or commercial purposes. Any use of these materials on other sites or in computer networks is prohibited.

#### **2) INTELLECTUAL PROPERTY**

The website and each of its elements (i.e., brands, images, texts, videos, trademarks, patents, etc.) are objects of intellectual property rights owned by the Company ("the Company's IPR") and are protected in accordance with the laws of Ukraine on the intellectual property rights.

Any use, copying or reproduction of the website (in whole or in part), in any media, for any other purpose, including but not limited to commercial purposes, is prohibited.

All rights to the objects of intellectual property rights posted on the website are either owned by the Company or are published with the permission of the rights holder.

You agree that the Company owns all rights to the Company's IP and that you will not use the Company's IP for any illegal purpose.

Trademarks, logos, commercial names are protected in accordance with the current legislation of Ukraine. Any publication of data on this website shall not be construed as granting any license or right to use the trademark displayed on the website. Any use of the trademarks that are shown on this website, as well as any other content on the website, except as provided in these Terms and Conditions, is strictly prohibited.

You agree not to reproduce or distribute the Company's IP addresses in any manner, including electronically or by registration of any new trademarks, service marks, or Uniform Resource Locators (URLs), without Company's written permission.

### **3) USE OF THE MATERIALS, POSTED ON THE WEBSITE**

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 the Company.

You further agree not to use the Website or Services:

- a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- b) To violate any intellectual property rights of the Company or any third party;
- c) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- d) To perpetrate any fraud;
- e) To publish or distribute any obscene or defamatory material;
- f) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- j) To unlawfully gather information about others.

### **4) CONFIDENTIALITY**

a) By using this website and providing the Company with information about yourself (your personal data), you allow the Company to use such information in Ukraine and in any country in which We may operate.

The information that the User provides to the Site Administration is confidential.

By accepting this Agreement, the User gives his full and unconditional consent to the collection, processing and use of his personal data under the conditions and in the manner stipulated by the Law of Ukraine "On the Protection of Personal Data".

The Site Administration undertakes to collect only that information containing the User's personal data, which the User provides voluntarily when filling out an electronic form on the website.

The Site Administration is not responsible for the actions of third parties (including Internet providers who ensure the technical availability of the website in the user's location) regarding the protection of communication channels through which information is transmitted from the website or to the website.

The user has the right, on the basis of a request sent the e-mail to the Site Administration, to get acquainted with information about his personal data that is processed and stored by the Site Administration, to demand clarification of personal data or their deletion from the Information System of personal data of the Site Administration.

b) The Company uses cookies to ensure the normal functioning of the website. Cookies were designed to help a web site recognize a user's browser as a previous visitor and thus save and remember any preferences that may have been set while the user was browsing the site.

We use cookies to improve the functioning of the website. Cookies can securely store information such as a user's password, personalize web pages, identify which parts of a site have been visited or keep track of selections. Our cookies may collect your domain name and track your selections through our web pages. The user may delete or block these cookies.

Cookies themselves do not enable us to access any personal information about our visitors. However, they do allow the Company to analyze guests' use of our site and allow our visitors to more easily utilize the site. Our analysis of the information obtained through the use of cookies helps us better understand which areas of our site are most useful and popular so we can plan improvements and updates accordingly.

c) How We Use Information: We use the information gathered from You to ensure Your continued good experience on Our website. We use our best efforts to ensure the security of personal and business information submitted by users.

The Site administration takes the necessary measures to prevent unauthorized access to the personal data of the website user.

We may also track some aspects of the information obtained through cookies to improve our marketing and analytics, and we may work with third parties to do so.

d) How You Can Protect Your Information: If You would like to disable Our access to any information We receive from the use of various technologies, You may choose to disable cookies in Your web browser. [For more details please review our Privacy Policy.](#)

## **5) INDEMNIFICATION**

You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold Us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Your use or misuse of the Website or Services, Your breach of this Agreement, or Your conduct or actions.

The Company reserves the right to organize its legal defense as it considers necessary.

## **6) THIRD-PARTY LINKS & CONTENT**

The Company may occasionally post links to third party websites or other services. The links are provided for your convenience and as an additional way of accessing the information contained on the website. We do not necessarily verify all information on third-party sites and are not responsible for the user content of such sites, as well as any goods and services offered on them. Your use of any third-party sites through such links may be subject to other provisions.

You agree that the Company is not responsible or liable for any loss or damage caused as a result of your use of any third party services linked to from Our Website.

## **7) MODIFICATION & VARIATION**

The Company may at any time without sending notice to You, modify this Agreement, change, supplement or delete the provisions of this Agreement in whole or in part by publishing on the website the corresponding edited provisions.

You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement.

To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You agree that Your continued use of the Website after any modifications to this Agreement is a manifestation of Your continued assent to this Agreement.

## **8) SERVICE INTERRUPTIONS**

The Company may need to interrupt your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason. You agree that Your access to the Website may also be limited due to network interruptions of Your Internet

Service Provider for any reason. The Company shall have no liability for any damage or loss caused as a result of such downtime.

## **9) TERM, TERMINATION & SUSPENSION**

The Company may terminate this Agreement with You at any time for any reason, with or without cause. The Company specifically reserves 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 the Company or a third party, failing to comply with applicable laws or other legal obligations.

## **10) NO WARRANTIES**

The Website, all Content, information provided to Users, materials available on the Website may be changed by the Site Administration, and are therefore provided on an "AS IS" basis without any warranty. Such warranty includes, but is not limited to any representations that the materials on the website are complete, accurate, reliable, timely and non-infringing; that access to the Website is uninterrupted and error-free; that the website is secure; that any advice or guidance received from the Company through the Website is accurate and reliable.

You use this website solely at your own risk. The Company is not responsible if the information on this website is inaccurate or incomplete. The user assumes the risk of reliance on the website materials. Therefore, you agree that you are responsible for monitoring any changes to the User Content of the Website.

## **11) LIMITATION ON LIABILITY**

The Company shall not be liable for any damages that may be incurred by You as a result of Your use of this website, including without limitation, any direct, indirect, incidental or other damages, costs, damages, and liabilities, which may arise as a result of:

- use and/or inability to use this website;
- access to the website;
- changes in the content of this website or another website linked from this website;
- any action that the Company performs or does not perform as a result of electronic messages sent by the User to the communication address provided for in this Agreement.

## **12) GENERAL PROVISIONS:**

**a) LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English or Ukrainian language.

**b) JURISDICTION & CHOICE OF LAW:** Through Your use of the Website or Services, You agree that the laws of Ukraine shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Company. The courts of Ukraine shall have exclusive jurisdiction to settle any dispute or claim arising out

of, or in connection with, this Agreement, its subject matter or its formation (including non-contractual disputes or claims)

We understand that you may access this website from any jurisdiction in the world, but we have no practical ability to prevent such access. This website is developed in accordance with the provisions of Ukrainian legislation. If any of the material on the Website or your use of the Website contradicts the law applicable to you, this means that this Website is not intended for you and we urge you to stop using the Website.

**c) ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by You.

**d) CONVENIENCE:** The headings of parts and subsections of this Agreement are intended only for convenience and structuring. The headings and their order shall not affect the meaning of any provision of this Agreement.

**e) FORCE MAJEURE:** The Company shall not be liable for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to natural disasters, acts of civil authority, acts of military authorities, riots, embargoes, acts of God and other acts which may be caused by unforeseen circumstances.

**f) ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email us at the following address: [info@wpmerchandise.com](mailto:info@wpmerchandise.com)