

# Terms and Conditions of Use

These Terms and Conditions of Use (hereinafter, the "Terms of Use") govern the access to and use of the website [www.swag-shopping.com](http://www.swag-shopping.com), operated and maintained by SWAG OÜ (hereinafter, "SWAG"), with registered office at Harju maakond, Tallinn, Kesklinna linnaosa, Tartu mnt 14, 10117, Estonia, Company Register No. 14762080, fully subscribed share capital of EUR 250,000.000.

SWAG may modify, or simply update, all or part of these Terms of Use at any time and without prior notification. Changes or updates to the Terms of Use shall be notified to Users on the homepage of [www.swag-shopping.com](http://www.swag-shopping.com) as soon as such changes or updates are effective and shall be binding from the moment they are posted on the Website in this section. If you do not agree to all or part of the Terms of Use of [www.swag-shopping.com](http://www.swag-shopping.com), please do not use this Web Site.

### 1. PRIVACY AND COOKIE POLICY

SWAG recommends that you read the Privacy and Cookies Policy carefully, since it will also apply if you access the website [www.swag-shopping.com](http://www.swag-shopping.com), and use its services, without making a purchase. The Privacy and Cookie Policy will help the User understand how and for what purposes SWAG collects and uses the User's personal data.

### 2. INTELLECTUAL PROPERTY RIGHTS

Proprietary content. All content present on the website [www.swag-shopping.com](http://www.swag-shopping.com) including, but not limited to, works, images, photographs, text, music, sounds, videos and, in general, audio-video materials, documents, drawings, figures, menus, web pages, graphics, colours, schemes, tools, fonts, designs, diagrams, layouts, methods, processes, functions and software, including HTML code and other computer code contained therein (hereinafter, jointly and severally, "Content"), is the sole and exclusive property of SWAG and is protected by national and international copyright and intellectual property laws.

Trademarks and Logos The SWAG trademark and all other trademarks, company names, logos, brands and product designations published on the website [www.swag-shopping.com](http://www.swag-shopping.com) are the exclusive property of SWAG or the respective companies (hereinafter referred to as "Trademarks"). These Terms of Use do not permit the use of the Marks: the use of the Marks in any manner whatsoever is strictly prohibited.

It is in no way permitted to use these marks, and any other distinctive signs on [www.swag-shopping.com](http://www.swag-shopping.com), to take unfair advantage of the distinctive character or reputation of these marks or in such a way as to prejudice them and their owners.

### 3. LINKS TO THIRD-PARTY SITES

The website [www.swag-shopping.com](http://www.swag-shopping.com) may contain links to other websites that are in no way connected to SWAG. SWAG does not control or monitor these third-party websites or their contents. Therefore, SWAG shall not be held responsible for the contents of such sites, in terms of their accuracy, security or reliability, and/or for the rules adopted by them in relation to, but not limited to, confidentiality and the processing of the User's personal data. Please be careful when accessing such websites, through the links provided on [www.swag-shopping.com](http://www.swag-shopping.com), and carefully read their Terms and Conditions of Use and Privacy Policy. Access to any independent content or website is at your own risk, and SWAG shall not be liable to you for any loss or damage (including, but not limited to, loss or damage to your computer equipment, hardware or software) arising out of or relating to your access to or use of, or reliance on, any third-party content or website, or caused by or in connection with any purchase of goods or services available on or through any such third-party content or website.

#### 4. USE OF THE WEBSITE

4.1. The User may use the website [www.swag-shopping.com](http://www.swag-shopping.com), and any of its Content, solely for personal and non-commercial purposes and always in accordance with these Terms of Use. The User may not and can not allow or favour any third party to:

- (i) copy, reproduce, publish, submit, distribute, perform, upload, post, publicly display, encode, translate, modify or create derivative works from, sell, license or otherwise distribute the Web Site or any Content, including, without limitation, the reflection and framing of, or linking to
- (ii) any computer, server or website;
- (ii) access or use the Website or any Content for commercial purposes, including advertising or activities that generate advertising revenue on its website;
- (iii) use deep-links, page-scrappers, robots, spiders or other automatic or manual processes to access, acquire, copy or monitor the Website and/or its Content or any part thereof, or in any way reproduce the structure or presentation of the Website or any Content, or circumvent any anti-copying device, to obtain or attempt to obtain materials, documents or information through any means not specifically made available through [www.swag-shopping.com](http://www.swag-shopping.com);
- (iv) attempt to access any part or feature of the Website which the User cannot access without authorisation, or any other system or network connected to the Website, or to any SWAG server, by hacking, password mining or other illegitimate means;
- (v) use the password or account of others at any time without the express permission and consent of the holder of such password or account;
- (vi) probe, explore or test the vulnerability of the [www.swag-shopping.com](http://www.swag-shopping.com) website or any network connected to it, or breach the security or authentication measures on it;
- (vii) reverse look-up, trace or attempt to trace any information about another User, visitor or customer of the website [www.swag-shopping.com](http://www.swag-shopping.com), or exploit the Website or other services or information made available or offered by or through the same, or use the Website or the Content for illegal purposes or for purposes not permitted by these Terms of Use, or instigate illegal activities or otherwise violate the rights of SWAG or others;
- (viii) take actions that impose an unreasonably or disproportionately heavy load on the infrastructure of the website [www.swag-shopping.com](http://www.swag-shopping.com), or other system or network connected thereto;
- (ix) use any device, software or instrument to interfere, or attempt to interfere, with the proper working of the website [www.swag-shopping.com](http://www.swag-shopping.com) or with any transaction conducted thereon or personal use thereof.

4.2 The user is responsible for the safekeeping and proper use of his or her personal information, including the credentials that allow access to the reserved services, as well as for any damaging or prejudicial consequences that SWAG or third parties may suffer as a result of the incorrect use, loss or theft of such information.

#### 5. DISCLAIMER - LIMITATION OF LIABILITY

SWAG does not guarantee that the Contents of the Website are appropriate or lawful in every country. In the event that such Content is considered unlawful or illegal in the User's country, SWAG invites the User not to access the Website and, where the User nevertheless chooses to access it, informs the User

that his/her use of the services provided on [www.swag-shopping.com](http://www.swag-shopping.com) will be at his/her sole risk and under his/her sole responsibility.

Due to the dynamic nature of the Internet and the network connection, SWAG cannot guarantee that the Website will operate continuously without interruption and/or that errors or defects will be corrected. If the User encounters a problem when using the Website, he/she should contact customer service. A representative of SWAG will be available to assist the User and help to regain access to the Website to the extent possible. At the same time, the User is obliged to contact his/her Internet service provider or check that each device for connecting to the Internet and accessing web content is correctly activated, including the Internet browser.

SWAG will make every effort to ensure that the Content of the website [www.swag-shopping.com](http://www.swag-shopping.com) is accurate and does not contain any incorrect or outdated information. However, SWAG disclaims all warranties, express or implied, including any warranty of accuracy, completeness, non-infringement, merchantability or fitness for a particular purpose.

SWAG has also taken all reasonable technical and organisational security measures to ensure that the Website and the Content are free of viruses, to protect the integrity of data and electronic communications in order to prevent unauthorised use of or access to data, and to prevent risks of dissemination, destruction and loss of data and confidential information. However, to the maximum extent permitted by applicable law, SWAG shall in no event be liable to the User, or others, for any damages resulting from the use of the website and/or the Content, including, without limitation, liability for:

- (a) any loss or corruption of data;
- (b) loss of or damage to the User's computer equipment;
- (c) any loss or damage not foreseeable by the User or by SWAG, or which the User has failed to notify SWAG of, that may occur in the event of a breach by SWAG of these Terms of Use; or
- (d) any loss or damage suffered by the User as a result of failure to take reasonable precautions against such loss or damage, such as by installing appropriate anti-virus software.

Nothing in these Terms of Use shall exclude or limit SWAG's liability to the User in the event of fraud or gross negligence or for any other liability that cannot be excluded or limited according to the mandatory provisions of applicable law.

## 6. SWAG'S COMMERCIAL POLICY

SWAG has adopted a commercial policy of selling products via its website only to 'Final Consumers'. The term 'Consumer' means any natural person acting on [www.swag-shopping.com](http://www.swag-shopping.com) for purposes outside his or her work, trade or professional activity. If the User is not a Consumer, please do not use this Website to purchase products. SWAG shall be entitled to deny the processing of purchase orders, and to close the accounts, of persons other than Consumers and not process any purchase order that does not comply with the General Terms and Conditions of Sale and these Terms and Conditions of Use.

## 7. JURISDICTION

These Terms and Conditions of Use are governed by Estonian law.

The Harju County Court shall have exclusive jurisdiction for any dispute arising between the Parties concerning the interpretation, validity and performance of the Contract that cannot be settled amicably between the Parties.

## 8. PAYMENTS

8.1 Payment of the price of the product must be made by one of the payment methods indicated on [www.swag-shopping.com](http://www.swag-shopping.com).

8.2 In the event of payment by Credit/Debit Card, all details (e.g. card number or expiry date) will be forwarded by encrypted protocol to the electronic money institution providing remote payment services, without third parties having access to them in any way. This information will not be used by the Seller except to fulfill the purchase procedure or to issue refunds, where possible, in the event of returns in compliance with the User's right to return goods or to report cases of fraud to the police.

8.3 When the User makes a payment via the Website, charges may be levied by the Payment Service Provider that the User has chosen to carry out the transaction and, therefore, the User accepts that additional charges may be levied in the order for this purpose.

## 9. MODIFICATION AND UPDATING

These Terms and Conditions of Use shall be amended from time to time also in consideration of any regulatory changes. The new Terms of Use shall be effective from the date of publication on [www.swag-shopping.com](http://www.swag-shopping.com).

The User should therefore regularly access this section to check the publication of the most recent and up-to-date Terms and Conditions of Use.