

TERMS & CONDITIONS

Welcome to ZoanClave

These terms and conditions outline the rules and regulations for the use of Capolin s.r.o. (“Capolin” or the “Company”) website (the “Website”). Capolin is located at www.zoanclave.com.

By accessing this Website, we assume you accept these terms and conditions in full. Do not continue to use the Website if you do not accept all of the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Policy, Disclaimer Notice and any or all Agreements: “Client”, “You” and “Your” refers to you, the person accessing this Website and accepting the Company’s terms and conditions. “The Company”, “Ourselves”, “We”, “Our” and “Us”, refers to our Company. “Party”, “Parties”, or “Us”, refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client’s needs in respect of provision of the Company’s stated services/products, in accordance with and subject to, prevailing law of www.zoanclave.com. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

License

Unless otherwise stated, Capolin and/or its licensors own the intellectual property rights for all material on Capolin. All intellectual property rights are reserved. You may view and/or print pages from www.zoanclave.com for your own personal use subject to restrictions set in these terms and conditions.

You must not:

- Republish material from www.zoanclave.com
- Reproduce, duplicate or copy material from www.zoanclave.com or

- Redistribute content from Capolin (unless content is specifically made for redistribution).

Hyperlinking to our Content

The following organizations may link to our Website without prior written approval:

- Government agencies
- Search engines
- News organizations
- Online directory distributors when they list us in the directory may link to our Website in the same manner as they hyperlink to the websites of other listed businesses
- Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Website.

These organizations may link to our home page, to publications or to other Website information so long as the link:

- a) is not in any way misleading;
- b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and
- c) fits within the context of the linking party's site. We may consider and approve in our sole discretion other link requests from the following types of organizations:

The following additional organizations may link to our Website without prior written approval:

- Commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP and Consumers Union; dot.com community sites;
- Associations or other groups representing charities, including charity giving sites, online directory distributors; internet portals;
- Accounting, law and consulting firms whose primary clients are businesses; and educational institutions and trade associations.

We will approve link requests from these organizations if we determine that:

- a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link);
- b) the organization does not have an unsatisfactory record with us;
- c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of; and
- d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Website information so long as the link:

- a) is not in any way misleading;
- b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; or
- c) fits within the context of the linking party's site.

If you are among the organizations listed in paragraph 2 above and are interested in linking to our Website, you must notify us by sending an e-mail to info@zoanclave.com. Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name;
- By use of the uniform resource locator (Web address) being linked to; or
- By use of any other description of our Website or material being linked to that makes sense within the context and format of content on the linking party's site.
- No use of Capolin /ZoanClave logo or other artwork will be allowed for linking absent a trademark license agreement.

Iframes

Without prior approval and express written permission, you may not

create frames around our Webpages or use other techniques that alter in any way the visual presentation or appearance of our Website.

Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Website, you agree to be bound to and abide by these linking terms and conditions.

Removal of Links from Our Website

If you find any link on our Website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you. Whilst we endeavor to ensure that the information on this Website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the Website remains available or that the material on the Website is kept up to date.

Content Liability

We shall have no responsibility or liability for any content appearing on your website. You agree to indemnify and defend us against all claims arising out of or based upon your website. No link(s) may appear on any page on your website or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our Website and the use of this Website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury resulting from negligence;

- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer:

- a) are subject to the preceding paragraph; and
- b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the Website and the information and services on the Website are provided free of charge, we will not be liable for any loss or damage of any nature.

These Terms and Conditions apply to all users and describes how your payments are made to the Company in connection with our website, and other products and services provided on our Site (all of the foregoing, collectively, “Services”).

By using the Services, you are accepting the terms, conditions and policies described herein, as may be amended from time to time. Each time you use the Services and/or pay for a Service on our Site, or our Applications, you agree and expressly consent to the following.

Payments

If you are under the age of 18 you need your parent or guardian to be involved in order to make any payments to the Company.

All payments made by you to us are subject to the Company’s Terms of Service.

Credit. You can purchase credits (“Credit”) using any payment method made available to you by the Company. You agree that you are not relying on the future availability of any feature or product offered through the Service in agreeing to or making payments hereunder.

Credit Balance. Credit Balance is the amount of money that remains at your the Company account after you used the Services at the Company. When you intend to use the Service, you must ensure that the Credit Balance of prepayment monies received from you by the Company is in credit. The amount of such prepayments is at your sole discretion. The Service will be made available to you after the payment is received by a bank account of the Company.

Foreign Currency. If you pay with foreign currency, you agree that the amount you are eventually credited may vary as a result of foreign currency conversion policies of our third-party payment processors, which you can find at the relevant website or location where you make the actual purchase.

Recurring Charges. If you purchase a service from the Company on a subscription basis, you agree that this type of Service requires a recurring payment and all payments shall be made by the payment method and payment intervals selected by you at the time you initiate the purchase, until you terminate the subscription.

Third Party Payment Processors. We use the services of third parties to process your payments and we require that these third parties take the appropriate organizational and technical measures to protect your personal data and traffic data and to comply with relevant laws. Please review the terms of use and privacy policies of those third parties before providing your banking or payment information.

Payment Through Third Party Services. When you make a purchase within the Application, or the Company Site through third parties, your purchase is also subject to the terms of such third party (including with respect to payment terms, refunds, etc.), and you should read such applicable terms before you decide to complete the purchase. You agree to abide by any relevant terms of service or other legal agreement that governs your use of a given payment processing service and/or method. You also acknowledge that a bank or credit card company may refuse or cancel a transaction and freeze funds up to 14 business days as per the bank/credit card company policy. You also agree to the sharing of information

between us and such third-party payment processor for billing related activity.

Credit Card Payments. We accept credit cards only with 3D Secure for payments within the Company Site to make your transactions more secure. Payments within the the Company Site from credit cards without 3D Secure will be rejected, and transactions will not be completed.

Fees and Taxes. You are solely responsible for all carrier data plans, Internet fees, and other fees and taxes associated with your access to and use of the Company Services.

Using the Service on mobile applications will use some of the data allowance available on the data package to which you have subscribed with your mobile network operator as the case may be. Out-of-country usage may in any event lead to significantly higher costs than regular usage, and you are solely responsible for keeping yourself informed and paying for possible roaming and other applicable charges levied by your mobile network operator.

the Company may refuse or cancel a transaction at any time in our sole discretion, if we believe it violates the Company Terms of Service or this Payment & Refund Policy or to prevent financial loss. In cases of fraud or illegal acts, the Company may cancel or block your Credit Balance.

Refund

Except as provided by law, all purchases are final and non-refundable. Taxes are non-refundable. If you believe that the Company has charged you in error, you must contact the Company within 30 days of such charge. No refunds will be given for any transaction which is more than 30 days old. When you purchase any digital content or services from the Company, any right you may have to withdraw from or cancel the purchase will be terminated once the digital content is delivered to you upon your request, and you will not be entitled to claim any refund, except where you believe the Company has charged you in error. If you use third party services to purchase any of our Services, such purchase is subject to the refund terms of the applicable third party (including with respect to payment terms, refunds, etc.).

the Company reserves the right to refuse a refund request if it reasonably believes or suspects (i) that you are trying to unfairly exploit this refund policy, for example, by making repetitive refund requests in respect of the same product or feature, or by trying to receive a refund for a non-refundable credit (such as a reward); (ii) that you are in breach of the terms of Policy, the Company Terms of Service, or the Privacy Policy; (iii) that you are using any of our products fraudulently or that your user account is being used by a third party fraudulently; or (iv) that you purchased your credit through a third party service and the terms of such third party do not allow such refund. This refund policy does not affect any of your statutory rights to pursue a claim.

For all refunds due to an error in your payment amount please email [*] quoting your address, full name, contact number, and reason for requesting a refund. The accounts department will deal with your query at the earliest possible opportunity and may ask for some additional details to process your refund.

Billing Disputes. Any billing disputes raised by you to the Company will be settled in accordance with the the Company Terms of Service. A pending billing dispute does not exempt you from timely paying any undisputed amounts that you owe.

Sharing Information

We may, if required, share the details of your payment and your Personally Identifiable Data, as defined in our Privacy Policy with third parties, in order to prevent a financial loss to you or us, or to prevent a violation of law.

Legal

The general legal terms appearing in the the Company Terms of Service, and Privacy Policy of the Company also apply to this Policy.

In the event you read this Policy in any language other than English, you agree that in the event of any discrepancies, the English version shall prevail.

General

If you have any questions regarding our Payment & Refund Policy, please contact the Company via our contact page on our website or by sending an email to [*]