

# Terms of Use

Please read these terms of use carefully before using this website (hereinafter, “our Website”). These terms of use (hereinafter, “these Terms”) govern access to and use of our Website. Our Website is available to you, as a user, on the condition that you agree to these Terms. If you do not agree to all of the provisions contained in these Terms, please do not access or use our Website. By accessing or using our Website, you and the company that you are authorized to represent confirm your agreement to be bound by these Terms.

## User Eligibility

Our Website is provided by Felix Store Ltd (hereinafter referred to as “we”, “our”, “us”) and is only available to physical individuals who have reached the age of legal majority and are competent to enter into legally binding agreements under the applicable law. If you do not qualify, you are not permitted to use our Website.

## Scope

These Terms govern the use of our Website and all applications, software and services (hereinafter, collectively, the “**Services**”) available via our Website, except to the extent that such Services are the subject of a separate agreement between you and us. Specific terms or agreements may apply to the use of certain Services and other items provided to you, as a user, via our Website.

## Privacy and Consent

With respect to any individual whose personal information you place on or shared through our Website or any of the functionality available through our Website, you represent to us that you have obtained all the necessary consents for the sharing and/or processing of such personal information.

## Proprietary Rights and Ownership

Any and all intellectual property rights (“**IP Rights**”) associated with our Website and its contents (the “**Content**”) are the sole property of Felix Store Ltd, our affiliates or third parties. The Content is protected by IP Rights under copyright laws of the United States of America and other countries. Elements of our Website are also protected by trade name, trade secret, unfair competition, and other applicable laws and may not be copied or imitated in whole or in part. All customized graphics, icons, and other items that appear on our Website are trademarks, service marks or trade names (“**Marks**”) of Felix Store Ltd, our affiliates or other entities that have granted us the right or license to use such Marks and may not be used or interfered with in any manner without our prior written consent. Except as otherwise expressly authorized by these Terms, you may not copy, reproduce, modify, amend, license, sell and/or create derivative works from, upload, transmit, and/or distribute the IP Rights of our Website in any manner without our prior written permission or the prior written permission of an appropriate third party. Except as expressly provided herein, we do not grant you any express or implied rights to our IP Rights or IP Rights of any third party.

Felis Store Ltd hereby grants you a limited, personal, non-transferable, non-sublicensable, revocable license to access and use our Website, Content and Services only in the manner presented by us. Except for this limited license, we do not convey any interest in or to our Website, Content or any other of our properties by permitting you to access our Website. Except to the extent required by applicable law or as expressly provided herein, no Content may be reverse-engineered, amended, reproduced, republished, translated into any language or computer language, re-transmitted or disseminated in any form or by any means, resold or redistributed without our prior written consent. You may not make, sell, offer for sale, amend, reproduce, display, publicly perform, distribute, retransmit or otherwise use the Content in any way, unless we expressly permit you to do so.

### **Restrictions on Use of Our Website**

In addition to other restrictions set forth in these Terms, you agree as follows:

You shall not disguise the origin of information transmitted through our Website.

You will not place or upload to our Website any false or misleading information.

You will not input or upload to our Website any information that may contain viruses, Trojan horses, worms, time bombs or other computer programming that are intended to damage, interfere with, intercept or expropriate any system.

You will not place, input or upload to our Website any data or information that infringes the IP Rights of other persons.

You will not frame or utilize framing techniques to enclose any portion or aspect of the Content, without our prior written consent.

### **Links**

*Outbound Links.* Our Website may contain links to third-party websites and resources (hereinafter, collectively, "**Linked Websites**"). These Linked Websites are provided solely as a convenience to you and not as an endorsement by us of the content of such Linked Websites. We make no representation or warranty whatsoever regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Websites. We shall not be responsible for the availability of the Linked Websites or the content or activities of such websites. If you decide to access Linked Websites, you will be doing so at your own risk. In addition, your use of Linked Websites is subject to any applicable and terms and conditions of use including, without limitation, the Linked Website's privacy policy.

*Inbound Links.* Linking to any page of our Website other than through a plain text link is strictly prohibited in the absence of a separate linkage agreement with us. Any websites or devices that link to our Website or any page available therein is prohibited from replicating Content, using a browser or border environment around the Content, implying in any manner that we or any of our affiliates endorse it or its products, misrepresenting any state of facts, including its relationship with us or any of our affiliates, presenting false information about us or the Services, and using any of our logos or marks, without express written permission from us.

## **Termination**

You agree that we, at our sole discretion, may terminate or suspend your use of our Website, Services and Content at any time and for any or no reason at our sole discretion, even if access and use continue to be allowed to others. Upon such suspension or termination, you must immediately discontinue your use of our Website, and destroy any copies that you may have made of any portion of the Content. Furthermore, you agree that Felix Store Ltd shall not be liable to you or to any third party for any termination or suspension of your access to our Website or Services.

## **No Warranty**

WE MAKE NO REPRESENTATION WHATSOEVER ABOUT THE RESULTS TO BE OBTAINED FROM USING OUR WEBSITE, THE SERVICES OR THE CONTENT. THE USE OF SAME IS AT YOUR OWN RISK. OUR WEBSITE, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. WE, OUR AFFILIATES, LICENSORS AND SUPPLIERS DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. WE, OUR AFFILIATES, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER CONCERNING THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE CONTENT OR SERVICES PROVIDED ON OR THROUGH THE USE OF OUR WEBSITE. NO INFORMATION OBTAINED BY YOU FROM OUR WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## **Limitation of Liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT WE ARE OTHERWISE FOUND TO BE RESPONSIBLE FOR ANY DAMAGES, WE SHALL BE RESPONSIBLE FOR ACTUAL DAMAGES ONLY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, LICENSORS, SUPPLIERS OR ANY THIRD PARTIES MENTIONED ON OUR WEBSITE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE OUR WEBSITE, SERVICES OR THE CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL BASIS, AND WHETHER OR NOT WE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS ARE EXCLUSIVE AND SHALL BE LIMITED TO THOSE EXPRESSLY PROVIDED FOR HEREIN.

## **Modifications**

We may revise and update these Terms at any time. Your continued usage of our Website after any changes to these Terms will be deemed acceptance of such changes. Any aspect of our Website may be changed, supplemented, deleted or updated without notice, at our sole discretion. We may also change or impose fees for products and services provided

through our Website at any time, at our sole discretion. We may establish or change, at any time, general practices and restrictions concerning our other products and services at our sole discretion.

### **Compliance with Laws**

You agree to use our Website in strict compliance with all applicable laws, rulings, and regulations and in a manner that does not adversely reflect on our goodwill or reputation and you shall take no action which might cause us to be in breach of any laws or regulations applicable to us.

### **Governing Law and Jurisdiction**

To the fullest extent permitted by law, these Terms shall be governed by and construed in accordance with the laws of Delaware and courts in Delaware shall have jurisdiction be considered the appropriate venue.