

TERMS & CONDITIONS

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1. GENERAL

1.1 Scope. Welcome to <https://plushwear.com> These Terms & Conditions ("Agreement" or "Terms") are a contract between you and Plushh LLP, as operator of the Site and App (as defined below), (the "Company"), as the company that uses the Site and App to sell products to you, collect payment and process your returns (where applicable, "Plushh" . , "we" , "us" and "our" shall refer to Plushh LLP and "you" or "your" shall refer to the user of the Services (as defined below). These Terms govern your use of our website at <https://plushwear.com> (the "Site," which includes local versions of the Site), any mobile applications ("Apps") that hyperlink to this Agreement, any other written, electronic, and oral communications with "Plushh" and its affiliated entities, or any websites, pages, features, or content owned and operated by us that hyperlink to this Agreement (collectively, including the Site and Apps, the "Services").

By accessing or using the Services in any manner, including, but not limited to, visiting or browsing the Site, downloading the mobile applications, registering an account, or contributing content or other materials to the Site or on or via the Apps, you expressly understand, acknowledge and agree that you have read and understood the Terms and agree to be bound by such terms found on the Site.

You are only authorized to use the Services if you agree to abide by all applicable laws and to these Terms.

In addition, you may read our Privacy & Cookie Policy at any time for more information about how the Company collects, stores, and protects your information when you use the

Services. Our Privacy & Cookie Policy is hereby incorporated by reference into these Terms as though fully set forth herein.

1.2 Updates to the Terms. We reserve the right to modify the Terms, including the Privacy & Cookie Policy, at any time, at our sole discretion. By continuing to use the Services, following such changes (regardless of whether a notice was sent by the Company), you agree to be bound by any variation made by us to this policy and/or accompanying policies/agreements including, but not limited to, the Privacy & Cookie Policy. It is your responsibility to check this policy and/or accompanying policies/agreements from time to time to verify such variations.

1.3 Acceptance of Terms. To shop with us, you need to be at least 18 years old. Any accessing, browsing, or otherwise using the Services indicates your agreement to all the terms and conditions in this Agreement. If you disagree with any part of the Terms, then you should immediately discontinue access or use of the Services. Please read this Agreement carefully before proceeding.

If you have any questions regarding these Terms & Conditions or our Privacy & Cookie Policy, you may contact us anytime at info@plushwear.com.

2. USE OF OUR SERVICES

2.1 Representations. When you use our Services, you agree to the processing of the information and data and you state that all information and data provided by you are true and correspond to reality. You represent and warrant that you are at least 18 years old or visiting the Services under the supervision of a parent or guardian. Subject to the terms and conditions of this Agreement, the Company hereby grants you a limited, revocable, non-transferable and non-exclusive license to access and use the Services by displaying it on your internet browser, for our Site, or on your mobile devices, for our Apps, only for the purpose of shopping for personal items sold on the Site or Apps and not for any commercial use or use on behalf of any third party, except as explicitly permitted by the Company in advance. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you.

2.2 Limitations on Use. Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit the Services or any portion of them unless expressly permitted by the Company in writing. You may not make any commercial use of any of the information provided on the Services or make any use of the Services for the benefit of another business unless explicitly permitted by the Company in advance. The Company reserves the right to refuse service, terminate accounts, and/or cancel orders in its discretion, including, without limitation, if we believe that customer conduct violates applicable law or is harmful to our interests.

You shall not upload to, distribute, or otherwise publish through the Services any content, information, or other material that: (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under local or international law; or (c) includes any bugs, logic bombs, viruses, worms, trap doors, Trojan horses or other code, material or properties which are malicious or technologically harmful.

Additionally, you agree not to:

Use the Services for any unlawful purposes, or in a way that could violate any applicable federal, state, local, or international law or regulation;

To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm us or other persons using the Services or expose us or them to liability;

Use the Services in any manner that could disable, overburden, damage, or impair the Site or Apps or any other party's use of the Services;

Use any robot, spider or other manual or automated device, process, software or means to index or access the Service for any purpose;

Use the Services to distribute unsolicited promotional or commercial content, or solicit other persons using the Services for commercial purposes;

Otherwise attempt to interfere with the proper working of the Service.

2.3 Account Creation and Termination. In order to access some features available on the Services, you will have to create an account. You may not use another person's account. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site or Apps in a manner consistent with the terms and conditions of this Agreement, and the Company has no obligation to investigate the authorization or source of any such access or use of the Services.

You will be solely responsible for all access to and use of the Services by anyone using the password and identification originally assigned to you whether or not such access to and use of this Site is actually authorized by you, including without limitation, all communications and transmissions and all obligations (including, without limitation, financial obligations) incurred through such access or use. You are solely responsible for protecting the security and confidentiality of the password and identification assigned to you. In no event shall we be liable for any loss, theft or fraudulent use of your User Account. You shall immediately notify us of any unauthorized use of your password or identification or any other breach or threatened breach of the Site or App's security. Please do not use the same password for this Site or App that you use for other sites.

From time to time, we may restrict access to some or all parts of the Services, including, but not limited to, the ability to upload documents, make payments, or send messages.

We may terminate your access to the Services at any time, in our sole discretion, without cause or notice, or if we believe you have breached these Terms. You may terminate your account at any time, for any reason, by following any such instructions within the Site or App, or by contacting at info@plushwear.com . If your account is terminated, you may lose the assets in your account if you do not contact us.

By creating an account with us, you acknowledge that we may send you promotional or marketing emails from time to time. If you do not wish to receive those emails, please unsubscribe from our email list.

2.4 Customs. In accordance with customs regulations, you must provide valid and accurate data. All consignee names, addresses and payer names should be valid. It is your sole responsibility that the data you provide to us is complete and accurate. Should any information be missing or be incorrect and prevent any shipment or deliveries or customs clearance, we will not be responsible and will not offer any compensation in such cases. You

hereby authorize the Company and its affiliates to make statements, submit, amend and invalidate all declarations and documents necessary or useful to import goods ordered by you in your name and for your account. This authorization includes the power to make and receive service and deliveries, request refunds of any levies, taxes and fees relating to the importation of goods, to conduct administrative appeal and court proceedings as well as enforcement proceedings and appeals and remedies at all instances, file applications, complaints, etc. with public authorities, courts and other institutions, file, withdraw and/or waive legal remedies and appeals against judgments, orders, arbitral awards, payment orders, or any other orders and decisions of whatever kind, receive monies, valuables and documents and/or deeds. It also includes the right to instruct customs agents in your name and on behalf of you and to grant sub-authorization to customs agents and/or other representatives involved in handling matters relating to the importation of goods and complying with regulations regarding the importation of goods. As the importer, you are responsible for complying with all laws and regulations in your own country.

3. PRIVACY & COOKIE POLICY

When you use our Services and place orders through them, you agree to provide us with your email address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you in the context of your order if necessary.

We respect your right to privacy. By using our Services or otherwise you agree to, and where required, consent to the collection, use and transfer of your information as set out in the Privacy & Cookie Policy .

4. ERRORS

In case you detect that an error occurred when entering your personal data during your registration as a user of our Services, you can correct these errors on our Site in the section "My Account". In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting us, as well as exercising the right of rectification contemplated in our Privacy & Cookie Policy through our Site and Apps. The Services display confirmation boxes in various sections of the purchase process that do not allow the order to continue if the information in these sections has not been correctly provided. Also, the Services offer details of all the items you have added to your shopping cart during the purchase process, so that before making the payment, you can modify the details of your order.

If you detect an error in your order after the completion of the payment process, you should immediately contact our Customer Service Platform to correct the error.

While we strive to provide accurate product and pricing information, pricing or typographical errors may occur. We cannot confirm the price of an item until after you place your order. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, we shall have the right, at our sole discretion, to refuse or cancel any orders placed for that item. In the event that an item is mispriced, we may, at our discretion, either contact you for instructions or cancel your order and notify you of such cancellation, in which case payment will be fully refunded to you.

5. TRADE RULES

5.1 Price and Payment. All prices are correct at the time of entering the information on to the system. If for some reason we are unable to ship your goods, the value of the items that are not shipped will be refunded to your wallet in your User Account or to the original method of payment, whichever you so select.

All prices are exclusive of delivery charges. The total cost of the order is the price of the products ordered plus the delivery charge.

Prices may change at any time, but (other than as set out above) changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, they will be added to your bag. The next step will be to process the order and make the payment. To that end, you must follow the steps of the purchase process, indicating or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are provided with a detailed description of the purchase process in How to Order . Also, if you are a registered user, a record of all the orders placed by you is available in "My Account". If your order triggers a fraud alert in our security system, a verification email may be sent to your email address. You may use the payment methods specified on the local Site, which may include Visa, Mastercard, PayPal and online banking etc.

To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we request a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time of your order unless you selected a pay later service (which is only available in certain countries) in which case your card will be charged at the time of shipment or you selected a COD (cash on delivery) service (which is only available in certain countries) in which case you will be charged in cash at the time of delivery.

When you click "Buy now" or "Place order" or "Authorize Payment" and "continue", you are confirming that the credit card is yours. Credit cards are subject to verification and authorization by the card issuing entity. If the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver and we will be unable to conclude any contract with you.

5.2 Colors. We have made every effort to display, as accurately as possible, the colors of our products that appear on the Services. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will be accurate.

5.3 Packing. Unless otherwise provided, we will comply only with its minimum packing standards for the method of transportation selected. The cost of all special packing, loading or bracing requested by you will be paid for by you.

5.4 Shipping & Delivery. The Company ships from different warehouses in different countries. For orders with more than one item, we may split your order into several packages according to stock levels at our own discretion. We aim to deliver orders as quickly as possible. However, sometimes during busy sale periods, deliveries may take longer. If you have any questions regarding shipping and delivery, please contact us at info@plushwear.com.

5.5 Title and Shipment. Unless agreed otherwise, shipping will be made to the delivery address indicated by you. Title to any purchased items transfers from the respective selling entity to you as the respective customer once the items are loaded onto the international

carrier outside of your country. Any claims against the Company for shortage or damage occurring prior to our delivery of the item to you must be made to customer service within five (5) days after your receipt of the goods.

5.6 Return of product. Goods can be returned in the designated period. The exact return period and return policy differs from country to country. Please contact our customer service for the detailed information. Except as otherwise agreed by the Company, Customers returning goods are responsible for freight charges.

Wrong size items and quality problem items can be exchanged. For defective products, if a defect or damage is confirmed on the returned products, we will give you a complete refund including the charges you have accrued of delivery and return. The refund will be credited to your original method of payment at your election.

The following items cannot be returned or exchanged: bodysuits, lingerie & sleepwear, swimwear, jewellery, and accessories. For more information please read our Refund Policy.

5.7 Reviews, Comments and Submissions. Except as otherwise provided elsewhere in this Agreement or on the Services, anything that you submit or post to the Services and/or provide to our Site or App, including, without limitation, picture, video, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively, "Submissions") is and will be treated as non-confidential and nonproprietary, and by submitting or posting, you agree to irrevocably licence the Submissions and all intellectual property ("IP") rights related thereto (excluding the moral rights such as authorship right) to the Company without charge and we shall have the royalty-free, worldwide, perpetual, irrevocable, and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become our sole and exclusive property and shall not be returned to you and you agree not to raise any dispute in connection with any use of the Submissions by us in the future. You are responsible for all Submissions shared and must ensure these are in line with public morals and religious beliefs, are not in violation of any applicable laws and will not cause us to violate any applicable laws or regulatory guidelines by displaying such Submissions on the internet.

You warrant that your Submissions, in whole or in part, are clear and free of any IP right infringement, disputes or third party claims. We assume no liability for any misuse of copyright or any other rights of third parties by you. You undertake to defend for and indemnify the Company against any losses caused due to the use of the Submissions for any purposes.

In addition to the rights applicable to any Submission, when you post comments or reviews to the Site or Apps, you also grant us the right to use the name that you submit with any review, comment, or other content, if any, in connection with such review, comment, or other content. You represent and warrant that you own or otherwise control all of the rights to the reviews, comments, and other content that you post on this site and that use of your reviews, comments, or other content by us will not infringe upon or violate the rights of any third party. You shall not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any Submissions or content. We may

but shall not be obligated to remove or edit any Submissions (including comments or reviews) for any reason.

5.8 User Generated Content. When you transmit, post, upload, share, or otherwise contribute any content to our Site or Apps, including but not limited to your Submissions, such contributed content shall be considered as user-generated content (“UGC”) to extent that such content is visible to or accessible to any other Site or App visitors or users. By accepting these Terms, you agree not to contribute any UGC that could reasonably be considered to entail, contain, provide or promote any of the following:

- (1) Sexually explicit or pornographic content;
- (2) Profanity;
- (3) derogatory, discriminatory or hateful comments or incitements against specific individuals or groups based on their race or ethnic origin, religion, gender, disability, age, nationality, etc.;
- (4) incitements to violence or other dangerous activities;
- (5) terrorism or other criminal activities;
- (6) insensitive or offensive comments related to natural disasters, atrocities, health crisis, deaths, conflicts or other tragic events;
- (7) harassment, bullying, or threats;
- (8) dangerous products, illicit drugs, or inappropriate use or sale of tobacco and/or alcohol;
- (9) transactions in cryptocurrencies;
- (10) false medical-related claims or contents;
- (11) content that infringes intellectual property rights;
- (12) content that you are not authorized to, or don't have a legal right to, share, post, or otherwise display; or
- (13) any other content that could be considered illegal, offensive or restricted under applicable laws or regulations.

You further acknowledge and agree that "Plussh LLP", in its sole discretion, may remove, block any UGC it determines violate the above requirements. Posting UGC in violation of these Terms, may lead to the suspension or subsequent termination of all or part of our Services. By accepting these Terms, you hereby acknowledge and agree to only post UGC that is appropriate for a family audience. You further acknowledge and agree that "Plussh LLP" is not obligated to police or actively review UGC prior to its display on "Plussh LLP" Sites or Apps, and that you are therefore solely responsible for the UGC you elect to post on the Sites or the Apps.

6. INTELLECTUAL PROPERTY AND OWNERSHIP

6.1 Content. The Services, including all of their information and content, such as the text, software, scripts, graphics, photos, sounds, music, videos, and interactive features (collectively, "Content") provided as part of the Services belong at all times to the Company or to those who grant us the license for their use and is protected by copyright laws in your own country and international copyright laws. You may use the Content only to the extent that we or the usage licensors authorize expressly.

6.2 "Plussh LLP" Marks. In addition, the "Plussh LLP" trademarks, service marks, icons, graphics, wordmarks, designs and logos contained therein ("Marks"), are owned by Plussh LLP "Plussh" "Plussh.wear" and the Marks of "Plussh" are trademarks in the countries for

which applications are pending or registrations have issued. You do not have, and will not acquire, any right, title, or interest in or to any of the Marks. The "Plussh" Marks may not be used in connection with any product or service that is not the Company's, in any manner that is likely to cause confusion among customers, or in any manner that discourages or discredits the Company. The Marks, whether on any product offered for sale on the Site or the Apps, or appearing as a logo or text on any portion of the Site, are not a representation that Plussh LLP is the owner of any copyright or other intellectual property rights in the products offered for sale on the Site or the Apps. Plussh LLP sources some of its products from third party manufacturers and wholesalers.

6.3 Rights Reserved. Content on the Services is provided to you as is for your information only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the Company or the respective owners or licensors. We reserve all rights not expressly granted in and to the Content. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services, provided by you to us are non-confidential and shall become the sole property of the Company.

You agree not to engage in the use, copying, or distribution of or create derivative works from any of the Content other than expressly permitted herein. You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site or the Content therein.

7. THIRD PARTY LINKS AND RESOURCES

Our Site and Apps may contain links to third-party sites that are not owned or controlled by us. References on our Site and Apps to any names, marks, products or services of third parties, or links to third-party sites or information, are not an endorsement, sponsorship, or recommendation of the third party or its information, products, or services.

We have no control over, assume no responsibility for, and do not endorse or verify the content, privacy policies, or practices of any third-party sites or services, including, but not limited to, any third-party social media or mobile app platform with which the Services operate or otherwise interact. The Company is not responsible for the acts or omission of any operator of any such site or platform. Your use of any such third-party site or platform is at your own risk and will be governed by such third party's terms and policies (including its privacy policies). We make no warranties or representations about the accuracy, completeness, or timeliness of any content posted on the Site or our Apps by anyone other than us. We strongly advise you to read all third-party terms and conditions and privacy policies.

8. TEXT MESSAGING PROGRAM

8.1 Enrollment. You have a choice to enroll in our text messaging (SMS) program where you will receive marketing communications from us or our vendor. Opting in means your agreement to receive recurring automated marketing messages in your registered mobile number.

General Terms & Disputes. Without limitation our text messaging program is subject to these complete Terms, which contain provisions that govern how claims you and we have against each other are resolved (see Legal Disputes Section below).

8.2 Opting Out. You can opt out from receiving SMS/MMS text messages by responding STOP or any other indication instructed by us to any message you receive in our text messaging program, or just texting STOP or any other indication instructed by us to the number from which you currently are receiving our text messages. In either case, you will receive one additional message confirming that your request has been processed.

8.3 Your Own Wireless Plan. As always, message and data rates may apply for any messages sent to and by you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

8.4 Your Duties for Your Own Phone Number. You represent that you are the account holder or customary user for the mobile telephone number that you provide when enrolling in our text messaging program. If you change or deactivate that number, you are responsible for notifying us through Customer Service. Neither we, our vendors, and/or any mobile carrier is liable for delayed or undelivered messages. You agree to indemnify us in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify us if you change your telephone number, including, but not limited to, all claims, expenses, and damages related to or arising under any and all applicable laws.

8.5 Participation Subject to Termination or Change. We may suspend or terminate your receipt of automated marketing messages from us if we believe you are in breach of these Terms. Your receipt of these messages is also subject to termination in the event that your mobile telephone service terminates or lapses. We reserve the right to modify or discontinue, temporarily or permanently, all or any part of these messages, with or without notice to you.

9. EVENTS BEYOND OUR CONTROL

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under the Terms or other contracts when caused by events that are beyond our reasonable control ("Force Majeure"). Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

Strike, lockout or other forms of protest.

Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.

Fire, explosion, storm, flood, earthquake, collapse, epidemic, pandemic or any other natural disaster.

Inability to use trains, ships, aircraft, motorized transport or other means of transport, public or private.

Inability to use public or private telecommunication systems.

Acts, decrees, legislation, regulations or restrictions of any government or public authority.

Strike, failure or accident in maritime or river transport, postal transport or any other type of transport.

Border closures, government shutdowns, trade blockages, embargos, disruptions to global trade, and port congestions.

It shall be understood that our obligations deriving from the Terms or other contracts are suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time the Force Majeure lasted. We will provide all reasonable resources to end the Force Majeure to the extent we can or to find a solution that enables us to fulfil our obligations under the Terms despite the Force Majeure.

10. LIABILITY FOR PURCHASED PRODUCTS, WAIVER, AND STATUTORY CONSUMER RIGHTS

10.1 Company Liability. Unless otherwise indicated expressly in these Terms, our liability regarding any product acquired on our Site shall be limited strictly to the price of purchase of said product. Notwithstanding the above, our liability shall not be waived nor limited in the following cases:

in case of death or personal harm caused by our negligence;

in case of fraud or fraudulent deceit; or

in any case in which it was illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

10.2 Waiver of Liability. Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Terms indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin:

loss of income or sales;

operating loss;

loss of profits or contracts;

loss of forecast savings;

loss of data; and

loss of business or management time.

10.3 Warranties. Due to the open nature of the Services and the possibility of errors in storage and transmission of digital information, we do not warrant the accuracy and security of the information transmitted or obtained by means of the Services, unless otherwise indicated expressly on the Services. All product descriptions, information and materials shown on the Services are provided "as is", with no express or implied warranties or conditions of the same, except those legally established. In this sense, since you are contracting as a consumer or user, we are obliged to deliver goods that are in conformity with the mutually intended transaction, in accordance with commercial reasonable expectations, being liable to you for any lack of conformity which exists at the time of delivery. It is understood that the goods are in conformity with the transaction or intended purchase if they: (i) comply with the description given by us and possess the qualities that we have presented in this Site; (ii) are fit for the purposes for which goods of this kind are normally used; and (iii) show the quality and performance which are normal in goods of the same type and which can reasonably be expected to the extent permitted by law, we exclude all warranties and conditions (whether express or implied), except those that may not be excluded legitimately.

11. LIMITATION OF LIABILITY

PLEASE READ THIS CLAUSE CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE COMPANY TO YOU.

(1)By USING THE SERVICES, YOU HEREBY ACKNOWLEDGE AND AGREE THAT WE ARE PROVIDING THE SERVICES, INCLUDING THE SITE AND APPS, ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL DEFAULTS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, AND TO THE EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY, TITLE, ACCURACY, COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.

(2)WE MAKE NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIM ALL LIABILITY FOR: (1) PRODUCTS, SERVICES, INFORMATION, PROGRAMMING, AND/OR ANYTHING ELSE PROVIDED BY A THIRD PARTY THAT IS ACCESSIBLE TO YOU THROUGH THE SERVICES; OR (2) THE QUALITY OR CONDUCT OF ANY THIRD PARTY YOU ENCOUNTER IN CONNECTION WITH YOUR USE OF THE SERVICES.

(3)YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATED ENTITIES (INCLUDING THE OPERATORS OF THE OTHER "PLUSSH LLP" SITES) WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IF FORESEEABLE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE SERVICES.

(4)YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO CEASE USE OF THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR EXCLUSIONS OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

12. LEGAL DISPUTES AND ARBITRATION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation or the use of the Services shall be governed by and construed in accordance with the laws of the Czech Republic.

If it is impossible to resolve the dispute through negotiations disputes that could arise on the basis of this agreement or in connection with it will be resolved by the Arbitration Court at the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in accordance with its Rules by one arbitrator appointed by the President of the Arbitration Court. For the terms of this public offer, the laws of the Czech Republic apply.

Nothing in this Clause shall affect the statutory rights you as a consumer have, as recognized in any applicable legislation in this area.

Please Read the Following Clauses Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit

12.1 Initial Dispute Resolution. We are available by email at info@plushwear.com to address any concerns you may have regarding your use of the Services. Most concerns may be quickly resolved in this manner. Each of you and we agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

12.2 Waiver of class or consolidated actions. All claims and disputes must be arbitrated or litigated on an individual basis and not on a class basis. Claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

13. LEGAL TERMS

13.1 Assignment. You may not assign or transfer this Agreement (or any of your rights or obligations under this Agreement) without prior written consent. Any attempted assignment or transfer without complying with the foregoing will be void. We may freely assign or transfer this Agreement. This Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.

13.2 Entire Agreement; No Waiver. These Terms, together with our Privacy & Cookie Policy, and any other legal notices published on the Site or Apps, shall constitute the entire agreement between you and us concerning the Services, and supersedes all prior terms, agreements, discussions and writings regarding the Services. If any provision of the Terms is found to be unenforceable, then that provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect. No waiver of any term of the Terms shall be deemed a further or continuing waiver of such term or any other term. Our failure to assert any right or provision under the Terms shall not constitute a waiver of such right or provision.

13.3 Indemnification. You agree to release, indemnify, and defend the Company and any subsidiaries, affiliates, related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each from all third-party claims and costs (including reasonable attorneys' fees) arising out of or related to: (1) your use of the Services; (2) your conduct or interactions with other users of the Services; (3) your breach of these Terms. We will notify you promptly of any such claim and will provide you (at your expense) with reasonable assistance in defending the claim. You will allow us to participate in the defence and will not settle any such claim without our prior written consent. We reserve the right, at our own expense, to assume the exclusive defence of any matter otherwise subject to indemnification by you. In that event, you will have no further obligation to defend us in that matter.

13.4 Interpretation. In construing or interpreting the Terms, headings are for convenience only, and not to be considered.

13.5 Applicable Law. For the terms of this public offer, the laws of the Czech Republic and the EU apply.

14. COPYRIGHT INFRINGEMENT

As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others. If you believe that material located on or linked to by the Company violates your copyright, you are encouraged to submit a copyright takedown request notice to us. To do so, please send an email to us with the following: info@plushwear.com

Your notification of the infringement should include the following:

identify the copyrighted work that you claim has been infringed along with any copyright registration;

identify the material or link on our Services that you claim is infringing your copyrighted work;

provide your full legal name, company affiliation, mailing address, telephone number, and email address; and

include in the body of your notice the following statement, followed by your electronic or physical signature: "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

We will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Under our own policies, we may in our sole discretion terminate a visitor's access to and use of the Services if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of the Company or others. In the case of such termination, we will have no obligation to provide a refund of any amounts previously paid to us.

15. CONTACT US

We welcome your questions and comments about our privacy practices or these Terms. You may contact us anytime via email at info@plushwear.com.