



TERMS & CONDITIONS

November 7, 2016

GENERAL PROVISIONS

Please read carefully the following provisions of these Terms & Conditions. This is a legal agreement between you and Zylia Sp. z o. o. (in short Zylia) regarding the use of our website, online services and the purchases of Zylia Sp. z o. o.'s products through our online services and websites.

By using our website and services in any way, including making purchases,

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS.

Zylia Sp. z o. o. reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time. It is your responsibility to check these Terms periodically for changes. Your continued use of Zylia website and services following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms, Zylia grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use Zylia website and services.

USE OF ZYLIA WEBSITES AND ZYLIA SERVICES

You agree, undertake and confirm that your use of Zylia websites and online services shall be strictly governed by the following binding principles:

You shall not use, display, upload, modify, publish, transmit, update or share any information that:

- belongs to another person and to which You do not have any rights to;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming";
- infringes upon or violates any third party's rights [(including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];

- tries to gain unauthorized access or exceeds the scope of authorized access (as defined herein and in other applicable Codes of Conduct or End User Access and License Agreements) to the Sites or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Sites or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- engages in commercial activities and/or sales without Zylia Sp. z o. o. prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the Sites;
- infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen items;
- deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonate another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- shall not be false, inaccurate or misleading;

You shall not attempt to gain unauthorized access to any portion or feature of Zylia.co website and online services, or any other systems or networks connected to Zylia.co Website or to any of the services offered on or through Zylia.co Website, by hacking, password "mining" or any other illegitimate means.

You shall not probe, scan or test the vulnerability of Zylia.co website or any other online services offered by Zylia nor breach the security or authentication measures of these services. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to Zylia.co Website, or any other customer of Zylia Sp. z o. o., including any online account not owned by you, to its source, or exploit Zylia.co Website or any service or information made available or offered by or through Zylia.co Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by Zylia.co Website.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of Zylia.co Website or any other Zylia Sp. z o. o. online services. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website. You may not forge

headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Zylia Sp. z o. o. on or through the Website or any service offered on or through the Website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Zylia Sp. z o. o. or others. Solely to enable Zylia Sp. z o. o. to use the information you supply us with, so that we are not violating any rights you might have in Your Information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in Your Information, in any media now known or not currently known, with respect to Your Information.

You shall not engage in advertising to, or solicitation of, other users of Zylia.co to buy or sell any products or services, including, but not limited to, products related being displayed on Zylia.co or related to Zylia.co. You may not transmit any chain letters or unsolicited commercial or junk email to other users via Zylia.co. It shall be a violation of these Terms & Conditions to use any information obtained from Zylia.co in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of Zylia.co without Zylia Sp. z o. o. prior explicit consent.

You understand that Zylia Sp. z o. o. has the right at all times to disclose any information (including the identity of the persons providing information or materials on the Zylia.co Website or any other Zylia online services) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, we can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

You hereby represent and warrant that you have all necessary rights in and to all information you provide, and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.

Zylia Sp. z o. o. shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of People, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on Zylia.co is owned, controlled or licensed by or to Zylia Sp. z o. o., and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms & Conditions, no part of Zylia.co and no Content may be copied, reproduced, re-published, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Zylia Sp. z o. o.’s express prior written consent.

TERMS OF PURCHASE

Zylia currently accepts only Paypal as a method of payment. Should any personal information necessary to fulfil your order change after the time your order was placed (such as billing address, shipping address or phone number), it is your responsibility to contact us with updated information. If your order is returned to us due to being provided incorrect shipping information, you may be subject to a return shipment fee. Your order confirmation will reflect the items ordered and the total amount to be charged. Zylia is not responsible for pricing, typographical or other errors in any offer by Zylia and reserves the right to cancel any orders arising from such errors. Zylia is not responsible for any errors in any offer by Zylia resulting from any technical service malfunction and reserves the right to cancel any orders arising from such errors.

Pre-orders may be placed for products and services sold and to be sold through Zylia.co website. By pre-ordering a product or service on the Website, you understand that you will be charged for the full amount of the product at the time the pre-order is placed. While Zylia endeavours to meet all its deadlines and to provide the product at the estimated time, delays inevitably may arise. As a result, in the event that a delay arises and the estimated shipment and/or release of the product is not met, Zylia is not responsible for any damages that may occur due to the delay, nor shall it be obligated to provide any discounts, refunds or credits due to any such delays.

BILLING AND PAYMENT

To the extent you purchase any goods and/or services from Zylia Sp. z o. o., you agree to pay for all goods and services ordered from Zylia except as set forth in a writing signed by an authorized representative of Zylia. You will provide Zylia with valid and updated credit card information or other authorized payment method information together with billing and contact information.

If you provide credit card or other authorized payment method information to Zylia Sp. z o. o., you authorize Zylia, or a credit card processor of its choosing to bill such credit card or to make such charges as applicable. If Zylia, in its sole and absolute discretion, permits you to make payment using a method other than a credit card or other authorized payment method, Zylia will invoice you at, or within a reasonable period of, the time of the purchase request. All amounts invoiced hereunder shall be due within fourteen (14) days of the date of the invoice.

LIMITED WARRANTY

Zylia's hardware products are covered with warranty against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of purchase by the original end-user purchaser ("Warranty Period").

During this warranty period, if a defect arises, and you follow the instructions for returning the product, we will, at our option, either:

- repair the product using either new or refurbished parts,
- replace the product with a new or refurbished product,
- refund the purchase price of the product.

A replacement product assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

This warranty applies only to hardware products manufactured by or for Zylia Sp z o. o. that can be identified by the Zylia trade name, serial number and logo affixed to them and which are sold through our official sales channels.

This warranty does not apply:

- to normal tear and wear and cosmetic damage, including but not limited to scratches and dents;
- defects or damage caused by misuse, accident (including without limitation collision, fire and the spillage of food or liquid), neglect, abuse, alteration, unusual stress, modification, improper or unauthorized repair, installation, wiring, or testing, improper storage, use in an unapproved device or if the serial number has been removed;
- to damage caused by operating the product outside the permitted or intended uses described by Zylia;
- to any non- Zylia hardware products or any software, even if packaged or sold with Zylia products.
- to modifications of the Products firmware or software by anyone other than Zylia. Zylia reserves the right to disable Products if Zylia suspects fraud or if Zylia determines that the Products are counterfeit, stolen or lost in shipment.

Zylia does not warrant that the operation of the Products will be uninterrupted or error-free. Zylia is not responsible for damage arising from failure to follow instructions relating to the use of the Products.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. ZYLIA'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ZYLIA IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

To obtain warranty service for any product that is subject to the foregoing warranty, you must notify Zylia and return the defective product together with proof of purchase to the address specified by Zylia.

SHIPPING & DELIVERY

We ship our products worldwide to all customers with a physical address. We cannot ship items to PO Box addresses. All items are sent using a registered courier service (e.g. DHL, UPS, FedEx,...). Shipping rates are outlined when placing an order on our website. Shipping rates include package insurance.

When our products are in stock we dispatch an order within 2 working days. Shipping takes up to 5 working days depending on location. For orders with more than one item, we may split your order into several packages according to stock levels at our own discretion.

CUSTOMS AND DUTIES

All applicable customs fees, taxes and duties are the sole responsibility of the customer. Customs authorities require that we state the value of your order directly on your package – the value is the retail cost. Zylia cannot mark any package(s) as a "Gift" in order to avoid customs and duties fees.

Please note that customs agents may delay the delivery of some packages at their discretion. For more information on customs and duties charges, please contact your local customs office. Zylia is not responsible for any delays or lost packages due to customs and duty control.

In case of orders to European Union countries applicable taxes will be automatically added when placing an order on our website.

RETURNS

All purchases are final. Except as set forth in these Terms, no returns shall be accepted.

ORDER CANCELLATION

Please note that there may be certain orders that we are unable to accept and must cancel. Zylia Sp. z o. o. reserves the right, at sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being cancelled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. Zylia will ensure that any applicable refund for cancelled orders will be made in reasonable time.

DATA PRIVACY

At Zylia we treat data privacy of our users very seriously. During registration, you will be prompted to provide us your name, shipping and billing address, phone number, email address and payment information. In addition, we will ask you for your country so that we can comply with applicable laws and regulations. These types of personal information are used only for billing purposes, to fulfil your orders, to communicate with you about your order and our site, and for internal marketing purposes. If we encounter a problem when processing your order, we may use the personal information you provide us with to contact you.

We implement commercially reasonable systems, applications and procedures to secure your personal information, to minimize the risks of theft, damage, loss of information, or unauthorized access, disclosure, modification or use of information. However, these measures are unable to provide absolute assurance. Therefore, although we take great efforts to protect your personal information, we cannot guarantee and you cannot reasonably expect that our databases will be immune from any wrongdoings, malfunctions, unlawful interceptions or access, or other kinds of abuse and misuse.

LIMITATION OF LIABILITY

In no event shall Zylia Sp. z o. o. or our Third Party Providers be liable to anyone for any indirect, punitive, special, exemplary, incidental, or consequential damages, or for any damages to your computer, telecommunication equipment, or other property and/or for loss of data, content, images, revenue, profits, use or other economic advantage, arising out of , or in any way connected with this agreement, including but not limited to accessing or use of, or inability to use, the website and services associated therewith including but not limited to the downloading of any materials, regardless of cause, whether in an action in contract or negligence or other tortious action, even if the party from which damages are being sought or the third party provider have been previously advised of the possibility of such damages. The limitation of liability set in this forth in this section shall not apply in the event of your breach,

or related to your indemnity obligations. This paragraph shall not affect the rights listed below in the section INDEMNITIES.

INDEMNITIES

You agree that you are personally responsible for your use and behavior while using Zylia.co website and other Zylia online services. You agree to indemnify, defend and hold harmless Zylia Sp. z o. o., its personnel, subsidiaries, affiliated companies, franchisees, licensees, joint ventures, business partners, licensors, suppliers, employees, agents, and hosts of Zylia online services and third-party information providers from and against all claims, liabilities, losses, expenses, injury or damage to persons or property, money damages and costs (including but not limited to direct, incidental, consequential, exemplary, and indirect damages), reasonable attorneys' fees and costs of government inquiry or investigation, resulting from or arising out of your visit, use, misuse, inability to use or interruption in service of Zylia.co website and other Zylia online services or any violation by you of these Terms or of law.

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APPLICABLE LAW

Any action related to this Agreement will be governed by the Polish law. All disputes arising out of or relating to these Terms, shall be resolved exclusively by a Polish court located in Poznań, Poland.