

# TERMS AND CONDITIONS

This agreement applies as between you, the User of this Website and Aurumity Limited, the owner of this Website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a dispatch email to you indicating that your order has been fulfilled and is on its way to you.

## 1. LANGUAGE

This Terms and Conditions is supplied to you in English and the Company will continue to communicate with you in English for the duration of this Terms and Conditions. However, where possible, the Company will communicate with you in other languages in addition to English.

## 2. ACCEPTANCE

The services that Aurumity Limited provides to you are subject to the following Terms and Conditions. Aurumity Limited reserves the right to update the Terms and Conditions at any time without notice to you. The most current version of the Terms and Conditions can be reviewed by clicking on the "Terms and Conditions" hypertext link located at the Website [aurumity.com](https://aurumity.com). In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

The Company reserves the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If the Company is required to make any changes to Terms and Conditions by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

## 3. HEADINGS

Headings are for ease of reference only and do not form part of this Terms and Conditions.

## 4. PRIVACY POLICY

Use of the Website is also governed by our Privacy Policy. See the Privacy Policy disclosures relating to the collection and use of your information. To view the Privacy Policy, please use this link: <https://aurumity.com/doc2.pdf>

## 5. MEANINGS

In this Terms and Conditions the following terms shall have the following meanings:

**“Account”** means collectively the personal information, Payment Information, and credentials used by Users to access Paid Content and/or any communications System on the Website;

**“Company”** means Aurumity Limited a limited company registered in Republic of Cyprus with registration number HE 344138, the whose registered address is Inomenon Ethnon, 44, ORTHODOXOU TOWER, 6042, Larnaca, Cyprus.

**“Content”** means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

**“Payment Information”** means any details required for the purchase of Services from this Website. This includes, but is not limited to, credit/debit card numbers, bank account numbers, and sort codes;

**“Purchase Information”** means collectively any orders, invoices, receipts or similar that may be in hard copy or electronic form;

**“Service”** means collectively any online facilities, tools, services or information that the Company makes available through the Website either now or in the future;

**“Services”** means the services available to you through this Website, specifically support services and other related technology products and gadgets;

**“System”** means any online communications infrastructure that the Company makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

**“User” / “Users”** means any third party that accesses the Website and is not employed by the Company and acting in the course of their employment; and

**“Website”** means the website that you are currently using aurumity.com.

## 6. INTELLECTUAL PROPERTY

Subject to the exceptions of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code, and software is the property of the Company, our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable Cypriot, European and International intellectual property and other laws.

You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by the Company.

Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

You may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

## 7. LINKS

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of the Company or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them. Those wishing to place a link to this Website on other sites may do without prior permission.

## 8. COMMUNICATION

When using the enquiry form or any other System on the Website you should do so in accordance with the following rules:

You must not use obscene or vulgar language;

You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

You must not submit Content that is intended to promote or incite violence;

It is advised that submissions are made using the English and Russian languages as we may be unable to respond to enquiries submitted in any other languages;

The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

You must not impersonate other people, particularly employees and representatives of the Company or our affiliates; and

You must not use our System for unauthorized mass-communication such as "spam" or "junk mail".

You acknowledge that the Company reserves the right to monitor any and all communications made to us or using our System.

You acknowledge that the Company may retain copies of any and all communications made to us or using our System.

You acknowledge that any information you send to us through our System or post on the forums, chats, support forms or similar may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

## 9. ACCOUNTS

In order to procure Services on this Website and to use the chats, forums and support helpdesk facilities you are required to create an Account (or in most case you will be pre-provisioned the Account) which will contain certain personal details and sometimes Payment Information which may vary based upon your use of the Website as we may not require payment information until you wish to make a purchase. By continuing to use this Website you represent and warrant that:

all information you submit is accurate and truthful;

you have permission to submit Payment Information where permission may be required; and

you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

It is recommended that you do not share your Account details, particularly your username and password. The Company accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

If you have reason to believe that your Account details have been obtained by another without consent, you should contact the Company immediately to suspend your Account and cancel any unauthorized orders or payments that may be pending. Please be aware that orders or payments can only be canceled

up until provision of Services has commenced. In the event that an unauthorized provision commences prior to your notifying us of the unauthorized nature of the order or payment, the Company accepts no liability or responsibility and you should make contact with the third party service provider detailed in the Purchase Information. Following an investigation, it shall be determined whether or not to cancel the Services and make a full or partial refund of the payment.

#### **10. TERMINATION**

Either the Company or you may terminate your Account. If the Company terminates your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.

If the Company terminates your Account, any current or pending orders or payments on your Account will not be canceled, however, provision of Services will be suspended.

The Company reserves the right to cancel orders or payments without stating reasons, for any reason prior to processing payment or commencing Services provision.

If orders or payments are canceled for any reason prior to the commencement of Services provision you will be refunded any monies paid in relation to those purchases.

If you terminate your Account any non-completed orders or payments will be canceled and you will be refunded any monies paid in relation to those orders.

#### **11. PAYMENT**

Any and all monies are due for payment on completion of the order or on the dates, or intervals specified in that order as may be appropriate unless alternative arrangements are agreed between the Purchaser and the Company.

#### **12. TAX IMPLICATIONS**

Without limitation, we do not accept liability for any adverse tax implications of any Transaction whatsoever.

#### **13. SERVICES AND PRICING**

Whilst every effort has been made to ensure that all descriptions of Services available from the Company correspond to the actual Services, the Company is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether.

The Company does not represent or warrant that such Services will be available. Availability indications sometimes are provided on the Website, however, these may not take into account orders that have taken place during your visit to the web site or any offline orders we have received during that time.

All pricing information on the Website is correct at the time of going online. The Company reserves the right to change prices and alter or remove any special offers from time to time and as necessary.

In the event that prices are changed during the period between an order being placed for Services and the Company processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price or possibility to change your order.

#### **14. PROVISION OF SERVICES**

Provision of Services shall commence when full payment has been received or as otherwise detailed in the Terms and Conditions pertaining directly to those Services.

The Company shall use its best endeavors to provide the Services with reasonable skill and care.

Provision of all Services shall be subject to the Terms and Conditions pertaining directly to those Services.

In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact us within 15 days to inform us of the mistake. The Company will ensure that any necessary corrections to the Services provided are made within 15 working days.

The Company reserves the right to exercise discretion with respect to any alterations to Services under the provisions of this Terms and Conditions. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:

Any use or enjoyment that you may have already derived from the Services;

Any characteristics of the Services which may mean that cessation of provision is impossible without significant further work on the part and at the expense of the Company.

Such discretion to be exercised only within the confines of the law.

### **15. DISCLAIMERS**

The Company makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service or Services.

No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

No part of this Website is intended to constitute a contractual offer capable of acceptance.

Whilst the Company uses reasonable endeavors to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

The information contained within this website does in no way constitute legal or investment advice. Any person who intends to rely upon or use the information contained herein in any way is solely responsible for independently verifying the information and obtaining independent expert advice if required.

### **16. WEBSITE**

The Service is provided “as is” and on an “as available” basis. The Company gives no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

The Company accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

### **17. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, the Company accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.

Nothing in these Terms and Conditions excludes or restricts the Company’s liability for death or personal injury resulting from any negligence or fraud on the part of the Company.

Nothing in these Terms and Conditions excludes or restricts the Company's liability for any direct or indirect loss or damage arising out of the incorrect provision of Services or out of reliance on incorrect information included on the Website.

We shall not be liable to you for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations. Nothing in this Terms and Conditions will exclude or restrict any duty or liability we may have to you under Applicable Regulations, which may not be excluded or restricted thereunder.

Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

#### **18. WAIVER**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

#### **19. THIRD PARTY**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and the Company.

#### **20. COMMUNICATIONS**

All notices/communications shall be given to us by email to [info@aurumity.com](mailto:info@aurumity.com). The Company may from time to time send you information about our products and/or services. If you do not wish to receive such information, please click on the "Unsubscribe" link in any non-transaction email which you receive from us. Please note that all transactional emails are mandatory.

#### **21. NOTICES**

Unless otherwise agreed, all notices, instructions and other communications to be given by us under this Terms and Conditions shall be given to the address or email provided by you to us. Likewise, all notices, instructions and other communications to be given by you under this Terms and Conditions shall be given to us in writing at the email: [info@aurumity.com](mailto:info@aurumity.com)

#### **22. TIME OF ESSENCE**

Time shall be of the essence in respect of all obligations of yours under this Terms and Conditions.

#### **23. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions and the relationship between you and Aurumity Limited shall be governed by and construed in accordance with the Law of the Republic of Cyprus; the Company and you agree to submit to the exclusive jurisdiction of the Courts of the Republic of Cyprus.

**Updated: 20.05.2018**