

# TERMS OF PURCHASE

WHEREAS, UAB "Click2Sell", located at Ateities str. 77-27, LT-06324 Vilnius, Lithuania, company code 300110581, VAT code LT100005028414, is a digital products retailer (hereinafter - "**Click2Sell**");

WHEREAS, you ("you" or the "**Customer**") are an individual or entity that purchases Products from Click2Sell;

WHEREAS, [www.click2sell.eu](http://www.click2sell.eu) (the "**Website**" or the "**Shop**") is an online shop for digital products and services (the "**Products**");

WHEREAS, the **Product** (or Products) is any digital product or service sold at [www.click2sell.eu](http://www.click2sell.eu);

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereby stipulate, agree and enter into the agreement (the "**Agreement**") as follows:

## 1. GENERAL PROVISIONS AND SCOPE OF THE AGREEMENT

1.1. This Agreement sets out general terms and conditions for using the Shop. This Agreement is applicable when you buy Products at [www.click2sell.eu](http://www.click2sell.eu).

1.2. Under this Agreement you undertake to buy and accept the Product(s) from Click2Sell and Click2Sell undertakes to sell the Product(s) to you.

1.3. The seller under this Agreement is UAB "Click2Sell", located at Ateities str. 77-27, LT-06324 Vilnius, Lithuania, company code 300110581, VAT code LT100005028414.

1.4. In order to use the Shop and buy Products, The Customer must be 18 years old or older and should be able to enter into and form contracts lawfully under applicable law.

1.5. Click2Sell sells Products to Customers for non-commercial use. Unless specifically stated otherwise with regard to a particular Product, you may not resell the Product.

1.6. By purchasing Products from this Shop, you agree to be bound by and accept this Agreement and its terms and conditions. If you do not agree with the Agreement

and/or individual provisions of the Agreement, you cannot use the Shop and buy Products.

## **2. ACCEPTANCE, CHANGES AND CONCLUSION OF THE AGREEMENT**

2.1. This Agreement comes into effect at the moment you choose the Product and press the "Buy Now" button.

2.2. Your access to and use of the Shop is subject exclusively to this Agreement. BY USING THE WEBSITE YOU AGREE AND ACCEPT ALL OF THE THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND ALL THE POLICIES AND GUIDELINES THAT ARE INCORPORATED BY REFERENCE (INCLUDING, BUT NOT LIMITED TO, THE PRIVACY POLICY). You agree that any use by you of the Shop shall constitute your acceptance of the Agreement and we recommend that you store or print-off a copy of the Agreement (including all policies) for your records. If you do not accept these terms and conditions you must immediately stop using the Shop.

2.3. Click2Sell may change, amend, delete or add to this Agreement or any of the terms and conditions contained in any policies or rules governing the Website at any time and in its sole discretion. Any such changes will be effective upon the posting of the revised Agreement or such policies and rules on the Website and you are solely responsible for reviewing any such notice and the corresponding changes to the Agreement. Your continued use of the Website following any such revisions to the Agreement or such policies and rules will constitute your acceptance of such changes. If you do not agree to any such changes, do not continue to use the Shop.

## **3. RIGHTS AND OBLIGATIONS OF CLICK2SELL**

3.1. Click2Sell may at any time:

3.1.1. change or remove (temporarily or permanently) the Website, Products and other information from the Shop without indicating the reasons of such change or removal and you confirm that Click2Sell shall not be liable to you for any such change or removal.

3.1.2. restrict your usage of the Shop, if you breach this Agreement or any other law or act in a manner that is unlawfull and threatening to the normal operation of the Shop.

3.1.3. change this Agreement unilaterally.

3.2. Click2Sell commits to:

3.2.1. sell and deliver the Product to the Customer after the purchase.

3.2.2. deliver the Product that meets quality standards according to the Product description;

3.2.3. create appropriate conditions for the Customer to use the Shop and buy Products;

3.2.4. guarantee that Click2Sell is entitled to sell and deliver Products to the Customer and this right is not anyhow limited or disputed;

3.2.5. guarantee that by selling Products Click2Sell does not infringe any patents, industrial design rights, trademarks and (or) other intellectual property rights.

## **4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

4.1. The Customer has a right to:

4.1.1. buy Products online at the Shop in accordance with the terms and conditions of this Agreement.

4.1.2. return Products when the quality of the Product does not meet the expectations of the Customer.

4.1.3. take advantage of the 90 days money return guarantee.

4.2. The Customer commits to:

4.2.1. accept the delivered Product;

4.2.2. inspect the Product at the moment of delivery.

4.2.3. pay for the Product;

4.2.4. update personal information in the checkout form when necessary.

4.2.5. accept this Agreement and act according to it.

## **5. PRICING AND ORDER**

5.1. The price of the Product is indicated next to the Product description and is valid as long as the Product is listed in the Shop.

5.2. The current available payment methods are: credit cards from Visa, MasterCard, American Express, Discover, JCB and Diners Club; debit cards with the Visa or MasterCard logo and PayPal.

5.3. Orders are processed only after your billing address or other billing information has been verified and the successful payment has been made to Click2Sell's bank account.

5.4. If Click2Sell determines that your purchase is subject to sales tax or other tax form (for i.e. VAT), a separate charge for taxes will be shown on your order form.

5.5. Your purchase will appear on your bank statement under the name "WP-C2S.COM" (UAB "Click2Sell").

5.6. After the purchase Click2Sell will send you an invoice regarding your purchase.

5.7. If you have any questions regarding a purchase or if you do not recognize a charge on your bank statement, please contact us.

## **6. DELIVERY, ACCEPTANCE OF PRODUCTS AND TRANSFER OF OWNERSHIP**

6.1. All Products are delivered immediately to the Customer after the successful payment via website download link, e-mail or any other form of digital service.

6.2. Products are delivered by Click2Sell.

6.3. You must inspect the Product and its quality at the moment of delivery. If you think that the Product does not meet described quality requirements, you must immediately notify Click2Sell about it in a written form. If you did not submit any written comments on the quality of the Product, it is considered that the Product was delivered in good quality.

6.4. The Product is considered delivered at the moment Click2Sell sends you the download link of the Product or delivers it in any other form of digital service.

6.5. The ownership of the Product is transferred to the Customer upon the delivery of the Product.

6.6. The risks of accidental perish, theft, disappearance or damage to the Product shall pass to the Customer upon the delivery of the Product.

## **7. PRODUCT QUALITY AND RETURNS**

7.1. The detailed features of the Product sold at the Shop are specified in the Product description.

7.2. Click2Sell is responsible for the quality of Products and guarantees that your Product will be functioning normally and meet standard quality (technical) requirements and conditions of the respective kind of Products and will not have any hidden deficiencies. However, Click2Sell is not responsible for any damage arising from your failure to follow instructions relating to the Product's use.

7.3. If you have any questions about the quality of the Product, please contact us.

7.4. You can return the faulty Product and demand for the refund. When the Product is returned, you will receive a 100% refund.

## **8. MONEY RETURNS**

8.1. Click2Sell manages all refunds and can return money to all Customers if they are not satisfied with the Product. Each Customer has a 90 days money-back guarantee. If you are not satisfied with the Product and want to get your money back, please contact us at [support@click2sell.eu](mailto:support@click2sell.eu).

## **9. LIABILITY AND INDEMNIFICATION**

9.1. You are responsible for actions performed by using the Shop.

9.2. You must act in accordance with this Agreement and applicable law and refrain from any action that may cause damage to the Shop and/or Click2Sell.

9.3. Click2Sell shall not be liable in case of loss due to the fact that the Customer, regardless to Click2Sell's recommendations and his own commitments, did not get familiar with this Agreement.

9.4. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, CLICK2SELL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLICK2SELL DOES NOT WARRANT THAT THE CLICK2SELL SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE CLICK2SELL SERVICES, CLICK2SELL'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM CLICK2SELL ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CLICK2SELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. TO THE FULLEST EXTENT PERMITTED AT LAW, CLICK2SELL WILL NOT BE LIABLE (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR UNDER ANY STATUTORY IMPLIED TERM) FOR ANY DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA OR INJURY) ARISING OUT OF OR IN CONNECTION WITH THE PARTICIPATION AGREEMENT, THE SITE, THE SERVICE, PRODUCTS (INCLUDING SOFTWARE), THE INABILITY TO USE THE SERVICE OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED FROM CLICK2SELL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES BUNDLED WITH THE PRODUCTS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, CLICK2SELL SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE MONEY AMOUNT PAID BY YOU FOR THE PURCHASE OF PRODUCTS OR SERVICES UNDER THESE PURCHASE TERMS GIVING RISE TO SUCH LIABILITY.

9.5. You agree to defend and indemnify Click2Sell and its employees from any claim or demand, including reasonable attorney's fees, arising from your failure to comply with this Agreement, your violation of any law, or the rights of a third party.

9.6. Click2Sell is not responsible for information provided at other websites, even if the Customer followed links to those websites from the Shop.

## **10. PRIVACY AND PERSONAL DATA MANAGEMENT**

10.1. You shall agree and comply with the procedures and conditions set in the Click2Sell's Privacy Policy ([link](#)).

10.2. In order to use the Shop and buy Products you must provide your personal data that is required in the checkout form.

10.3. Your personal data that you provide will be used to identify you as the Customer and to execute this Agreement. Click2Sell commits to protect your personal data and disclose them only when it is necessary to execute this Agreement or it is required by the Agreement or applicable law.

10.4. You confirm that you have entered correct data about yourself in the checkout form and that afterwards, when changing or adding any data at the Shop, you will enter only correct data. The Customer shall bear any losses that occur regarding to the submission of invalid/incorrect data.

10.5. You acknowledge and agree that Click2Sell may provide to the suppliers/manufacturers information that is reasonably necessary for them to communicate with you regarding any issues that may arise in connection with your purchased Product. You agree that Click2Sell shall not be liable for the collection and/or disclosure of such information to supplier/manufacturers.

10.6. Click2Sell may use your personal data for direct marketing purposes if you give your consent in the checkout form. You can withdraw the above consent at any time.

## **11. APPLICABLE LAW AND DISPUTE RESOLUTION**

11.1. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the law of the Republic of Lithuania.

11.2. Any disagreements or disputes of the Customer and Click2Sell, arising from this Agreement, shall be settled by negotiations between the Customer and Click2Sell. In case of failure to reach an agreement in 14 (fourteen) days, any disputes, disagreements or claims, arising from this Agreement or related to it, its breach, dissolution or validity, that have not been solved by the Customer and Click2Sell, shall be settled in the competent court of the Republic of Lithuania, according to the registration address of Click2Sell.

## **12. MISCELLANEOUS PROVISIONS**

12.1. The Customer confirms that he has read this Agreement, understood its terms, conditions and consequences.

12.2. If any section or portion(s) of this Agreement is declared invalid by any court of competent jurisdiction or a government agency having jurisdiction, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which it is held invalid by such court, shall not be affected thereby, and this Agreement shall remain in full force and effect. To the extent possible, the parties shall reform such invalidated section or portion(s) thereof in a manner that will render such provision valid without impairing the parties' original intent.

12.3. This Agreement is personal to you and it can not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement and the rights and/or obligations stipulated in this Agreement shall be null and void. Click2Sell may freely assign this Agreement without consent or notice.

12.4. All the notices, consents and other communication of the parties related to this Agreement shall be delivered via e-mail.

12.5. Click2Sell has a right to revoke this Agreement if you do not comply with the Agreement, act in a fraudulent or illegal way, engage in unauthorized transmission and use of personal (including credit card) data.