

# Scalpers' UE Terms & Conditions

(hereinafter, "T&C")

## 1. INTRODUCTION

### GENERAL INFORMATION

<b>Legal Name</b>	Scalpers Fashion S.L. (hereinafter, "SCALPERS").
<b>Main activity</b>	Retail sale of fashion, textile, clothing, and accessory products.
<b>VAT Number</b>	B-91304501.
<b>Registry data</b>	Seville's Commercial Registry (Tomo 3746, Libro Sociedades, Folio 20, Sección 1ª, Hoja 53577).
<b>Corporate Seat</b>	Calle Isaac Newton nº 4, 6ª planta. Pabellón de Italia. 41092- Sevilla.
<b>Contact</b>	E-mail: [hola@scalpers.com.es], Phone number: [+34955440707].

#### 1.1. Purpose

The purpose of this document is to establish and regulate the rules of use as well as the safeguarding of data of the website <https://en.eu.scalperscompany.com> (hereinafter, the "Website"), which is to be understood as all the pages and the content thereof belonging to SCALPERS.

The use of this page, contracting of the services made available to users through such and any sales transactions carried out in our virtual shop all imply your full, unreserved acceptance of all the clauses and stipulations contained in these Terms and Conditions of Use and Sales Terms, for which reason you should be aware of the importance of reading them.

In any case, if you have not read and accepted these Terms and Conditions of Use and Sales Terms and/or do not agree with them and with the Privacy Policy, please do not place an order.

Moreover, the Website is exclusively meant to serve international transactions that do not involve countries for which SCALPERS has designed an alternative specific website. If the

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delivery country coincides with any of the specific **SCALPERS** websites shown in the top right-hand corner of the webpage, you must change the store to match your delivery address. Consequently, these T&C shall only apply in the absence of a country-specific T&C policy.

## 1.2. Website content

### **Language**

[The language used by **SCALPERS** on the Website will be English and Spanish, without detriment to the use of other national or autonomous languages to facilitate users' use and browsing thereof. Nonetheless, **SCALPERS** shall not be liable for users' lack of understanding of the language of the Website, nor for any consequences thereof.]

### **Accuracy of the information**

**SCALPERS** makes every effort within its means to offer the information contained on the Website in a truthful manner with no typographical errors. However, due to the open nature of the Website and the possibility of errors in storage and transmission of digital information, we do not guarantee the accuracy and security of the information transmitted or obtained by means of this Website, unless otherwise indicated expressly.

All product descriptions, information and materials shown on this Website are provided "as is", with no express or implied guarantees on the same, except those legally established. To the extent permitted by law, we exclude all guarantees, except those that may not be excluded legitimately in favor of consumers and users (meaning that the provisions in this clause shall not affect your rights as a consumer and user).

It is understood that the goods are in conformity if they:

- (i) comply with the description given by us and possess the qualities that we have presented in this Website,
- (ii) are fit for the purposes for which goods of the 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.

The products sold by **SCALPERS**, especially artisan products, often have the characteristics of the natural materials used in manufacturing them. These characteristics, such as variations in grain, texture, knots, and color, may not be considered defects or damage. On the contrary,

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you must count on their presence and appreciate them. We select only products of the highest quality, but natural characteristics are inevitable and should be accepted as part of the individual appearance of the product.

## **Right to discontinue products**

The inclusion of any product or service on the Site at any time does not imply or guarantee that these products or services will be available at any time. We reserve the right to discontinue any product at any time.

## **User's behavior**

**SCALPERS** does not authorize the undue use of this Website by intentionally introducing viruses, trojans, worms, or any other software or technologically damaging or harmful material. We expressly forbid any attempt to make unauthorized access to our Website, the server on which the site is hosted, or any server, computer or database related to the **SCALPERS** Website or its sub-domains. You undertake not to attack this Website through any attack of denial of service or an attack of distributed denial of service.

Failure to comply with this Clause shall be considered an infraction as defined under the applicable regulations. **SCALPERS** will report any failure to comply with this to the corresponding authorities and will co-operate with them to determine the identity of the attacker.

## **2. TRANSACTIONS**

### **1.3. Product availability**

**SCALPERS** devotes great effort to consistently meet users' demand for products. However, certain events out of **SCALPERS'** control (e.g. human error, incidents in the IT systems) can lead to mismatches between the quantities of products shown in our Website and those actually available in our inventory. For this reason, customers shall bear in mind that any details regarding stock availability in the physical and online shops shown on our Website are offered as a mere guide and may not always reflect the real supply of **SCALPERS**.

**Total cancellation:** In the event that one or more products of a placed order are unavailable, the customer will be informed as soon as this circumstance is detected and **SCALPERS** will proceed to refund the cost of the unavailable product or products.

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**Partial cancellation:** If one or more products of a placed order are unavailable, but the remaining products are available, the customer will be informed of the partial cancellation of its order via telephone or email. Partial cancellation of the order due to lack of availability does not entitle the customer to request the total cancellation of the order. If said partial cancellation should result in the customer's wish to return the product(s) delivered, the instructions in the returns section should be followed.

Both in the event of a Total or Partial cancellation, **SCALPERS** will refund the corresponding amount without undue delay and, in any case, within a period of 14 calendar days. The refund will be made using the same payment method used for purchase

## 1.4. Formalization of purchases

### **Introduction**

Any purchase entails the acceptance of these T&C.

### **Formalization of the purchase, ownership, and risk transfer**

The transactions formalize upon the receipt by the customer of **SCALPERS'** confirmation e-mail containing the details of the purchase made and the risks of the products will be at the customer's expense from the moment of their delivery. Moreover, the customer will acquire ownership of the products when **SCALPERS** receives full payment of all amounts due in respect of the products, including shipping costs, or upon delivery, if delivery takes place at a later date.

### **Right to refuse placed orders**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders that are placed by or on the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change or cancel an order, we will attempt to notify you by contacting the email address and/or billing address/telephone number you provided at the time the order was placed. We reserve the right to limit or prohibit orders that, in our judgment, appear to be placed by distributors, resellers or dealers.

## 1.5. Prices

## General

Deliveries will be subject to any additional customs, import charges or taxes as applicable, in addition to the total order cost. The charges are to be paid by the order recipient.

All the prices of the Website exclude shipping costs, which will be added to the total amount due at checkout.

## Basket

Products added to the basket will always reflect the most recent price shown on the product details page. This price may go up with respect to the price shown at the time the customer added the product to its basket. Therefore, the fact that the customer adds a product to its basket does not mean that he/she can buy it for the price shown at that time. On the other hand, it is also possible for the price of a product to go down after the customer has added it to its basket.

## Error in the pricing

If an error is detected in the price of any product requested before we send it to the customer, even if he/she has received the purchase confirmation email, we will proceed to the immediate rectification thereof, whereby if the correct price is lower, we will refund the difference and if the correct price is higher, we will contact him/her and offer the option of confirming the order at the correct price or cancelling it. We are under no obligation to supply any product at a lower price when we have made a pricing error and notified the customer of the error before sending the order.

## 1.6. Payment method

Once you have selected all articles that you wish to buy, those will be added to your basket and the next step will be to process the order and make payment. You undertake to pay when placing your order. To that end, you must follow the steps of the purchase process, filling up or verifying the information requested in each step. Once all the information provided has been confirmed as being correct, payment of your order is made in real time via TPV Virtual/Paypal.

Please be informed that **SCALPERS FASHION , S.L.** with corporate seat at Calle Isaac Newton nº 4, 6ª planta, Pabellón de Italia, 41092- Sevilla registered in the Commercial

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Registry of Sevilla (Tomo 3746, Libro Sociedades, Folio 20, Sección 1ª, Hoja 53577) and tax identification number B-91304501 will collect and make refunds in relation to all payments made through this online platform.

If you are a registered user, a record of all the orders placed by you and a purchase receipt corresponding to the purchase order is available in "My Account" area. If you require an order invoice and are not a registered user, please contact our customer services department via email: [hola@scalpers.com] or you can call us on [+34 955 440 707]. Our customer service opening hours are Monday to Thursday, 9am-6pm and Friday until 3pm.

In the event of any undue or fraudulent charge on the card used for the purchases, please notify **SCALPERS** as soon as possible via email or telephone so that we can take the appropriate action.

**SCALPERS** uses the maximum security measures commercially available in the sector. Additionally, the payment process operates on a safe server using the SSL (Secure Socket Layer) protocol. With the SSL protocol, the safe server establishes a connection through which the information is transmitted encrypted using 128 bit algorithms, which ensures that it can only be understood by your computer and that of the Website, thus guaranteeing: (1) that you are sending your data to **SCALPERS'** server center and not to any other that might attempt to pose as this; (2) that your data is transmitted to **SCALPERS'** server center encrypted, avoiding any possible reading or tampering by third parties.

Both the payment platforms used on the Website and the company itself have adopted fraud prevention measures and controls. These controls consist of the analysis of the order characteristics and the way in which the payment method is used. Occasionally, **SCALPERS** may require you to provide specific details or additional information as a means by which to guarantee that the transaction is not fraudulent. The company reserves the right to cancel or amend the order if it is understood to be fraudulent, or in the event of failure to provide any additional information required to confirm that the order is genuine.

**SCALPERS** does not control nor does it accept liability for any damages that could be caused by the application of the anti-fraud policies or measures that are approved by the different suppliers or issuers of means of payment. For more information regarding the payment methods used on our Website, you can use the following links:

Paypal: <https://www.paypal.com/es/webapps/mpp/ua/useragreement-full>

Redsys: <http://www.redsys.es/>

Additionally, **SCALPERS** declares that it does not have access to confidential data in relation to the payment method used. Only the Redsys "Sabadell" payment platform and PayPal have

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access to this data for the purpose of managing the payments and charges, which are inaccessible to other third parties.

## 1.7. Shipping costs

The shipping costs will depend on the total purchase amount and the delivery point. The shipping costs may be paid by **SCALPERS** where there is a promotion that specifies this advantage. These free shipping promotions are normally subject to a minimum purchase amount.

Standard delivery charges for each country apply:

<b>OTHER ZONES</b>	<b>COSTS</b>	<b>COMPRISES</b>
USA and + zone	€40	USA, Algeria, Hong Kong, Israel, Morocco, Singapore, South America
South America	€45	All without Chile, Colombia and Mexico
Rest of World (ROW)	€55	Albania, Bulgaria, Croatia, Russia, Turkey, Ukraine.

Please bear in mind that any applicable customs costs, import charges or taxes shall be borne by the customer. Should you have any doubts regarding the costs of international shipping applicable to your order, please contact us at [hola@scalpers.com.es](mailto:hola@scalpers.com.es) or call +34955440707.

## 1.8. Delivery of products

### **General**

**SCALPERS** undertakes to deliver products in perfect condition to the address you specify on the order form and which must in any case be found on the Spanish mainland or in the Balearic Islands. This can be different from your billing address.

In order to optimize the delivery, we ask that you please provide an address to which the order can be delivered during normal working hours.

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**SCALPERS** accepts no liability for any errors in delivery when the delivery address you provided on the order form does not correspond to reality or has parts missing.

## **Estimated delivery**

For most countries, the established estimated period for delivery is from 5-15 working days from the time you place your order. This estimated period is merely a guide (estimation) and may vary for logistical reasons, particularly during sales and over Christmas and Black Friday or as a result of force majeure. In cases of delayed delivery, **SCALPERS** will notify you once it becomes aware of said circumstance. You will not be entitled to any compensation for such delays.

## **Procedure**

You will receive various notifications via email during the shipping process. If you have an account, you can use “My orders” if you wish to find out the status of your order. You will receive the tracking number as soon as your order leaves our warehouse, making it easier to follow your parcel.

Once payment has been completed, you will receive a confirmation email containing the order details. If you do not receive this email, you should contact our customer services department at [hola@scalperscompany.com](mailto:hola@scalperscompany.com)

## **Finalization of delivery**

Without prejudice to what is established in 2.2 regarding the formalization of purchases and the risk transfer, deliveries are considered to be completed from the moment the courier company makes the product available to you, indicated through the control system used by the courier.

## **Delivery delays**

In the event of delivery delays attributable to **SCALPERS** (other than for reasons such as the customization of products, the occurrence of unforeseen circumstances or the delivery zone) you may cancel your order in accordance with the procedure described in the "returns procedure" section.

In the event where the courier has tried to deliver your products within the agreed period but has been unsuccessful for reasons attributable to you will not be considered delayed delivery.



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Should 15 working days elapse after the order goes out for delivery without delivery being possible, the package will be returned to **SCALPERS'** warehouse and you will bear the shipping and return costs of the merchandise, in addition to any possible associated handling fees. These costs will be deducted from the purchase price of the returned order which will be refunded.

## **I have not received my order**

You can check your order status on your account. If you are not registered on <https://en.eu.scalperscompany.com/> check your email for a message from us regarding your order.

If after the estimated delivery time you still have not received your order, get in contact with our customer service department at [hola@scalpers.com.es](mailto:hola@scalpers.com.es), with your name and surname, order number and order date. We will get back to you as soon as possible.

If the reason for which delivery could not take place is that the package has been lost, our courier will begin an investigation. In these cases, the response times of our couriers tend to be between one and three weeks.

## **1.9. Promotional codes**

If you have a **SCALPERS** promotional code, you will be able to enter it before completing your order, on the “Order Summary” page. Enter the promotional code and click ‘Apply discount code’. If the discount code is valid, the discount will be applied in the order summary.

**SCALPERS'** promotions (discount codes) are not cumulative and thus limited to one per person and per online order. Promotional codes cannot be combined. In the case of returns or exchanges, the value of the coupon will not be returned. Discount coupons are non-refundable and cannot be redeemed for cash.

Terms and conditions regarding the validity of the coupon are included with each coupon.

## **1.10. Return policy**

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## **Products that cannot be returned**

You shall not have the right to return the following products:

- (i) Customized items;
- (ii) Sealed goods which are not suitable for return due to health and/or hygiene reasons and were unsealed after delivery (e.g. underwear, masks, etc.).

Your right to return the purchased products (other than those aforementioned), shall apply as long as these are returned in the same conditions in which you received them. **SCALPERS** reserves the right not to accept any item that is not in perfect condition and not to make any reimbursement if the product has been used more than just inspecting it in such a way it could have been done in a physical store, for products that are not in the same condition as when they were delivered or when they have been damaged, so we ask you to take care of the products(s) while in your possession.

Please return the products using or including all their original packaging, instructions, and other documents, if any, accompanying the products.

## **Size exchange**

Please note that to exchange your item for a different size you must process a return and place a new order. “and state that the reason for returns is “Change size”, along with the correct size..

## **Return of items purchased with a promotion**

If you wish to return a product purchased as part of a promotion when you buy one or more items, **SCALPERS** will refund the cost of the product, deducting the relevant offer. If the promotion is a gift item, the customer should include the gift item together with the product for return.

## **Incorrect or faulty item return**

Should you receive an incorrect or faulty item, please email us at [hola@scalpers.com.es](mailto:hola@scalpers.com.es) so that we can arrange your return and collection of the item for you free of charge. However, if you prefer to return the item to us, shipping costs will be at your expense.

## Returns period

Online purchases can be returned within 30 calendar days of receipt of your order both in store and online.

### 1.11. Returns process

Should you need to make a return, please, access the following link: <https://en.eu.scalperscompany.com/pages/returns>. There you will be asked to complete the returns panel and once the request has been sent, you will receive an informative email explaining how to complete the process. Please, bear in mind that the return shipment cost shall be borne by the customer.

## Refunds

Once your return arrives at our central warehouse, the Customer Service department will be in touch with you to confirm the return. **SCALPERS** reserves the right to withhold the return of the price of the products until it has received the goods or until the consumer has presented proof of the return of the goods.

The processing time for returns is approximately 15 working days. This period may be longer at Christmas time or during the sales.

Refunds for returned items will be made using the same payment method used for the purchase.

## 3. LIABILITY AND WAIVING LIABILITY

### 1.12. General

Unless otherwise indicated expressly in these T&C, **SCALPERS** liability regarding any product acquired on our Website shall be limited strictly to the price of purchase of said product. Moreover, and to the extent legally allowed, and unless these T&C indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin:

- (i) loss of income or sales;
- (ii) operating loss;
- (iii) loss of profits or contracts;

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- (iv) loss of forecast savings;
- (v) loss of data; and
- (vi) loss of business or management time.

Notwithstanding the foregoing, our liability shall not be waived nor limited in any case in which it were illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

**SCALPERS** declares that it has adopted the necessary measures that, within its possibilities and the state of technology, allow the correct functioning of the Website as well as the absence of viruses and harmful components. However, **SCALPERS** shall not be held responsible for the following situations which are listed as a means of example, but not limited to:

- (i) The continuity and availability of the contents;
- (ii) The absence of errors in such content and the correction of any defects that may occur;
- (iii) The absence of viruses and/or other harmful components;
- (iv) The damages caused by any person who violates the security systems of **SCALPERS**;
- (v) The use that users may make of the contents included on the Website;
- (vi) The use by minors of the Website or the sending of their personal data without the permission of their guardians, being the guardians responsible for the use they make of the Internet; and
- (vii) The introduction of erroneous data by the user or a third party.

## 1.13. Exclusion of liability due to force majeure

Compliance by **SCALPERS** with all or part of its obligations will be suspended in the event of a fortuitous event or force majeure that prevents or delays compliance. For exemplification purposes (but not limited to) the following circumstances shall be understood as fortuitous or force majeure event: wars, pandemics, riots, insurrections, social disturbances, strikes of any nature and supply problems not attributable to **SCALPERS**.

If a fortuitous or force majeure event occurs, **SCALPERS** shall inform the customer of said circumstance within seven days of its occurrence. In the event that such suspension is prolonged beyond a period of fifteen days, the customer will then have the possibility to cancel the order in progress and to obtain its reimbursement under the conditions provided in these T&C or those others that the applicable regulations could, where appropriate, establish.

## 1.14. Website suspension

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**SCALPERS** may at any time temporarily suspend, without prior notice, the access to the Website for maintenance, repair, updating or improvement operations. Consequently, **SCALPERS** shall not be held liable under any circumstances for any damages that may arise from the lack of availability or accessibility to the Website or from the interruption in the operation of the Website.

## 4. INTELLECTUAL AND INDUSTRIAL PROPERTY

**SCALPERS** is the exclusive owner of the rights to this Website and its social networks, therefore, all copyrights, registered trademarks and other intellectual and industrial property rights to the materials or contents that are part of <https://en.eu.scalperscompany.com> or any of its sub-domains belong at all times to **SCALPERS** or to a third party who had authorized **SCALPERS** for the use of said content or material. Its reproduction, distribution, public communication, transformation, or any other activity carried out with the contents is prohibited, even if the sources are cited, unless prior express written consent is obtained from **SCALPERS**.

For clarification purposes, please, bear in mind that under no circumstances shall access or navigation by users imply a waiver, transmission, license or total or partial assignment of such rights by **SCALPERS** in his/her favor. Any use of such content not previously authorized by **SCALPERS** shall be understood as a serious breach of intellectual or industrial property rights and shall give rise to the legally established responsibilities. **SCALPERS** reserves the right to bring suits, claims, and actions, including extra-judicial actions, for any and all causes of action arising from a breach of this clause.

## 5. DATA PROTECTION CLAUSE

Please bear in mind that <https://en.eu.scalperscompany.com/> is a Website that aims to make accessible **SCALPERS'** products to those territories of the world for which **SCALPERS'** has not designed a specific Website, therefore, at the moment we are not able to provide a detailed list of the subjects' rights to data protection for each and every country.

Notwithstanding the foregoing, one of **SCALPERS'** highest priorities is to protect user data. **SCALPERS** is committed to complying with any applicable data protection regulation and to guarantee the user's rights. For this reason should you have any doubts regarding your data protection rights in connection with the processing of your data by **SCALPERS**, please address your enquiries to the following email: [dataprotection@scalpers.com.es].

## 6. LINKS FROM OUR WEBSITE

Any links contained in **SCALPERS'** Website to other websites and/or third-party materials, are provided for information purposes only, and **SCALPERS** has no control whatsoever over the content of those websites or materials. Accordingly, **SCALPER** shall not accept any liability for any damage or harm deriving from their use.

## 7. WRITTEN COMMUNICATIONS

In the event that any applicable regulations require that some information or notifications that **SCALPERS** sends to you be in written form, the user/customer agrees that most of the communication with us shall take place through electronic means. This means that you agree to use this electronic means of communication and accept that all contracts, notifications, information, and other communication that we send you electronically complies with the legal requirements of providing it in writing.

## 8. WAIVING RIGHTS

The lack of requirement by **SCALPERS** for strict compliance on your part with any of the obligations assumed by you by virtue of these T&C or any relevant contract between you and **SCALPERS** or a lack of exercising on our part of the rights or actions that correspond to **SCALPERS** by virtue of these T&C or any relevant contract between you and **SCALPERS** shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations.

The waiving on our part of a specific right or action shall not take effect unless expressly stipulated in writing that it is a waiving of rights and is formalized and notified. Moreover, any waiving on **SCALPERS** part shall not constitute the waiving of other rights or actions derived from these T&C or any relevant contract between you and **SCALPERS**.

## 9. SEVERABILITY CLAUSE

Should any of these T&C clauses or any provision of a relevant contract between you and **SCALPERS** be declared null and void by firm resolution from the corresponding authority, the remaining T&C clauses shall remain in effect without being affected by said declaration of annulment.

## 10. REPLACEMENT OF PRIOR AGREEMENT

These T&C and any binding document referenced therein replace any previous pact, agreement or promise made between the Parties verbally or in writing.

## 11. DISPUTE RESOLUTION & JURISDICTION

As explained above, the use of this page, contracting of the services made available to users through such and any sales transactions carried out in our virtual shop all imply your full, unreserved acceptance of all the clauses and stipulations contained in these Terms and Conditions of Use and Sales Terms.

### 8.1. Good faith talks

Aware of the high cost of a legal dispute, not only in economical but also in time and energy, both you and **SCALPERS** agree to the following procedure for dispute resolution: In the event of any controversy, claim, action or dispute arising out of or relating to any transaction conducted on this Website, or the breach, application, interpretation or validity of this Agreement, or any part thereof (the "Dispute") the party asserting the dispute shall first attempt to resolve it in good faith by giving written notice to the other party, by registered mail, describing the facts and circumstances (including any relevant documentation) of the dispute, and allowing the receiving party 30 days from the date of e-mailing to respond to the dispute. The notice shall be sent to: [hola@scalperscompany.com].

In the event of any other differences between a customer and **SCALPERS** not qualifying as a dispute, we still encourage you to contact our Customer Service at: [hola@scalperscompany.com]. If you prefer, you can also call us on [+34 955440707]. Customer service is available [Monday-Thursday from 9AM-6PM CET, and Friday from 9AM-3PM CET].

Unless you indicate otherwise in your notice, **SCALPERS** will respond to the e-mail you used for addressing us.

### 8.2. Submission to jurisdiction

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As long as it is admissible by the applicable laws, in addition to these Terms and Conditions of Use and Sales Terms, the online sales process and any dispute arising out of or in connection with the use of the Website or such contracts shall be governed by the Spanish legislation in force at any given time.

## **12. APPLICABLE LAW**

To the same extent, as long as it is admissible by the applicable laws, any dispute arising out of or in connection with the use of the Website or such contracts shall be subject to the non-exclusive jurisdiction of the Spanish courts.

## **13. PREEMPTION CLAUSE**

Shall any mandatory applicable laws preempt or limit the enforceability of a provision of these T&C (e.g. statutory consumers rights as recognized in any applicable legislation), then the provision shall be read to be preempted only to the extent, and for the time required by such applicable mandatory law.

If such mandatory applicable law is subsequently repealed, rescinded, amended or otherwise changed so that the provision of these T&C that had been preempted is no longer preempted, then such provision shall return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of **SCALPERS**.

## **14. RIGHT TO MODIFY THESE T&C**

**SCALPERS** reserves the right to modify this legal notice to adapt it to any change or new regulation, for technical reasons, for changes in the services offered by **SCALPERS** or for strategic decisions of **SCALPERS**. In these cases, this Website will provide reasonable advance notice of the changes to be made to the data protection policy and when they will take full effect. No changes will affect orders that are in progress.

If the user is not satisfied with the changes, he or she must stop using the Website. The use of the Website after the changes have been made will imply the acceptance of the changes by the users.