

## Terms and Conditions

*Last updated: July 25, 2022*

### OVERVIEW

Welcome to the website of FLÖWY.

This website, available at [www.flowywear.com](http://www.flowywear.com) (hereinafter “website” and “webshop”) is operated by Rózsa Huong Nguyen sole proprietor (hereinafter “FLÖWY”, “we”, “our” and “us”). Throughout the site, the terms “FLÖWY”, “we”, “us” and “our” refer to Rózsa Huong Nguyen. We offer this website, including all information, tools and services (hereinafter “Services”) available from this website to the user (hereinafter “you” and “your”), conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting this website and/or or purchasing any of our goods and/or services, you engage in our “Services” and agree to be bound by the following Terms and Conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

These Terms and Conditions apply to all users of our website, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the website, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Any new features or tools which are added to the current webshop shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. FLÖWY reserves the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

1.) **THE SERVICE PROVIDER** (hereinafter “FLÖWY”, “we”, “us” and “our”)

Name: Rózsa Huong Nguyen e.v. (sole proprietor)

Registered seat: 5000 Szolnok, Áchim András utca 1.

Registration number: 56280803

Tax number: 57637215-1-36

Registry authority: NAV Jász-Nagykun Szolnok Megyei Adó- és Vámigazgatósága

Email address for general inquiries: [info@flowywear.com](mailto:info@flowywear.com)

Details of the service provider providing storage space for the Service Provider:

Name: Shopify Inc.

Headquarters: 151 O'Connor Street, Ground floor, Ottawa, ON K2P 2L8, Canada

Website: [www.shopify.com](http://www.shopify.com)

2.) **ONLINE STORE TERMS**

By agreeing to these Terms and Conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of our Services, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms and Conditions will result in an immediate termination of your Services.

3.) **GENERAL PROVISIONS**

The Terms and Conditions are in effect from July 25, 2022 and shall remain effective until withdrawal. You can review the most current version of the Terms and Conditions at any time at this page. FLÖWY reserves the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes. Any changes made to the Terms and Conditions after you have placed an order will not affect such order unless we are required to make such change by law.

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Hungary.

The language of these Terms and Conditions and the contractual relation between you and FLÖWY is the English language. Each customer order establishes a unique contractual relationship between you and FLÖWY. These Terms and Conditions shall not be recorded, it is entered into only in electronic form, and shall not be considered as a written contract. FLÖWY has not accepted any code of conduct which shall govern our business conduct.

FLÖWY reserves the right to refuse service to anyone for any reason at any time, including but not limited to cases when you intend to purchase or use our goods and services in contradiction to these Terms and Conditions or if we, a payment gateway service provider or any authority is investigating a supposed misuse.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services or any contact on the website through which the Services are provided, without express written permission by FLÖWY.

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. Any waiver shall be made in writing. The event when the Service Provider does not insist strictly on a significant provision of this Terms and Conditions, shall not imply that the Service Provider renounces its insistence on the strict compliance of such provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to our Services constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions).

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms and Conditions.

#### 4.) GOODS AND SERVICES

On our website, you can directly purchase women's clothes, accessories and E-Gift Cards that can be redeemed for goods in the webshop. For further information on E-Gift Cards, please read our E-Gift Card Policy [here](#).

Certain products or services may be available exclusively online through the FLÖWY website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate and as such, we are not liable for the differences between the photo of a product on the webshop and the real-life appearance of the product.

Prices for our products are subject to change without notice. FLÖWY reserves the right at any time to modify or discontinue the Services (or any part or content thereof) without notice at any time. FLÖWY shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Services.

FLÖWY reserves the right, but is not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to modify or discontinue any product at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Services. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Services will be corrected.

## 5.) PROCESS OF ORDER

Purchases can only be made on the website, as we don't accept orders made via email or social media platforms. You may purchase with or without registration.

In order to register on our website, you shall provide the following information: first name, last name, email address, password, date of birth (optional), country of residence (optional). Upon registration, you shall receive an automatic email asking you to confirm your registration and activate your account.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

To purchase on our website with or without registration, you shall declare that you are aware of and accept our Terms and Conditions as binding on you, and you give us your consent to manage and process your personal data as outlined in our Privacy Policy.

During the ordering process, you are responsible that the information provided about yourself is true, accurate and complete. In case of invalid data, the contract with us shall be null and void. FLÖWY is not liable for late delivery if it is due to incorrect or incomplete data provided by you.

FLÖWY is not liable in case you purchase goods and/or use our Services with another person's data. We exclude our liability for any damages occurred due to the fact that you forgot your password, or that a third party has become aware of your password out of our scope of responsibility. Please make sure that you protect your password as we are not liable for any damages occurring due to your password being available for a third party, out of the scope of our responsibility.

Please note that the items selected into your shopping bag are not reserved to you until you finalize your order. During this time, it may be purchased by other customers also.

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 placed by or under 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 to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in

our sole judgment, appear to be placed by dealers, resellers or distributors. Should you have any commercial inquiry, please reach out to our Sales Team at [sales@flowywear.com](mailto:sales@flowywear.com).

To place an order, the following steps shall be taken:

1. Log into the webshop after registration, or begin to shop without registration.
2. You can choose the products you would like to purchase by selecting the color, size and quantity. It is possible to purchase one or multiple items during the same ordering process. For each product, we provide further product description (such as materials, care, etc.).
3. There are two ways to proceed with a purchase: either by clicking on the “Add to cart” button or by clicking on the “Buy it now” button.
4. If you click on the “Add to cart” button:
  - 4.1. You shall place the product(s) to be bought in the virtual shopping cart by clicking on the “Add to cart” button.
  - 4.2. If you would like to place other products into the virtual shopping cart or continue shopping, choose the “Continue Shopping” button. Place your other chosen product(s) into your shopping cart by repeating step 2.
  - 4.3. You can take a look at your shopping cart at any time by clicking on the „Cart” sign, as well as adjust the quantity of the products in the shopping cart by clicking on the “minus”, “plus” and “remove” icons. After adjusting the quantity of products in your cart, the cart will be automatically updated.
  - 4.4. If you would not like to buy any other products, check the products to be bought as well as their number and price within your cart by clicking on the “View my cart” button. You can still adjust the number of products in your shopping cart at this point by following step 4.3. You may also proceed to checkout directly via the “Check out” button.
5. If you click on the “Buy it now” button:
  - 5.1. You may proceed to checkout directly by clicking on the “Buy it now” button. This will navigate you to the cart page.
  - 5.2. On the cart page, you can adjust the quantity of the products in the shopping cart by clicking on the “minus”, “plus” and “remove” icons. After adjusting the quantity of products in your cart, the cart will be automatically updated.
6. Before proceeding to checkout, you need to declare that you have read, understood and agreed to the Terms and Conditions and the Privacy Policy, by ticking the two corresponding checkboxes.
7. By clicking on the “Checkout” button, you can start the payment procedure.
8. Please note that while completing your order, you always have the possibility to navigate through the pages “Cart → Information → Shipping → Payments” and edit information you previously provided.

9. On the “Information” page, you will need to provide the data necessary for fulfilling your order, such as: first name and last name, shipping address, email address/mobile phone number. If you already have an account, you may also click on the “Log in” sign for a quicker checkout. In this case, your information will be automatically prefilled on the “Information” page. If you wish, you also have the option to adjust/change your information after it has been prefilled. Please make sure that you indicate a delivery address where your package can be delivered safely to you, as we are not liable for lost packages upon delivery. We will provide the tracking number of the order in the shipping confirmation and it is your responsibility to track the parcel and reschedule if necessary. Once you have provided your data, click on the “Continue to Shipping” button.
10. On the “Shipping” page, you can verify your email, your shipping address and then choose the shipping method. Once you’re done, click on the “Continue to payment” button.
11. On the “Payment” page, choose your payment method and then fill in your payment information and your billing address. When placing the order, the total purchase price, shipping fee (if applicable) and all other applicable fees (if any) will be indicated.
12. If you have any E-Gift Card and/or discount code, you can redeem it on the “Payment” page when using a mobile device, or on the “Information”, “Shipping” and/or “Payment” pages when using a desktop device, by entering it in the “Gift card or discount code” field. Once applying the E-Gift Card and/or discount code, the purchase price will be reduced in case of qualifying items. Please make sure that you actually added the E-Gift Card and/or discount code to your order, as we are unable to apply discounts once an order is finalized.
13. Once you’re ready to finalize your order, click on the “Pay now” button.

Once you click on the “Pay now” button, you declare that you agree with the summary of your order, the data you have recorded and you wish to order the contents of the virtual shopping cart. By clicking on the “Pay now” button, you also acknowledge that finalizing your order creates a payment obligation for you, which shall be fulfilled at the time of placing the order.

After the order completion and payment, you will be redirected to an order confirmation page and we will also send you an order confirmation without delay, but no later than 48 (forty eight) hours from the time of your order, in the form of an email to the email address provided by you. You will also receive an email confirmation from the payment gateway service provider. The confirmation email sent by us contains your order’s summary, such as the order identification number, the ordered products, their price and quantity, the shipping method and shipping fee, and your delivery information. In the event that you don’t receive a confirmation email from us within 48 (forty eight) hours, you become released from the binding bid.

FLÖWY is not liable for late confirmation if the confirmation delay is due to a false or incorrect email address provided by you during either the registration process or the ordering process, in case your email account is unable to receive any more messages because your inbox is full or any other technical issue emerges on your side. The confirmation email is not an acceptance of your order, only a confirmation that we have received your order. The acceptance of your order shall be completed once we send you a shipping confirmation email that includes your invoice and confirms that your order has been shipped to you. Orders are shipped 1-2 weeks after you place your order.

## **6.) PURCHASE INFORMATION**

The purchase price of the products is given in EUR and is in net amount. The gross amount of the purchase price may vary by country. The purchase price does not include the shipping fee. The shipping fee is calculated automatically during checkout, based on your location as outlined in our Shipping Policy. Your order will be shipped to the delivery address provided by you during the ordering process. We do not charge any additional fees for packaging.

The final amount to be paid, as indicated in the summary before finalizing the order, includes the price of the product(s) to be purchased (plus VAT where applicable), reduced with the amount of the E-Gift Card or coupon (if applicable), as well as the shipping fee. You shall receive your invoice by email once your order is fulfilled.

Please note that import taxes and duties are not included in the item purchase price and/or shipping cost. FLÖWY is not liable for any custom clearance charges and fees. Such charges shall be paid by the Customer according to their country's regulations. These charges will be billed either to the Customer directly by the destination's customs authority or via the shipping company. As we cannot predetermine what these charges will be, we recommend you to reach out directly to your local customs office if you would like more information on import duties in your country. For more information on shipping, please refer to section 7.) of these Terms and Conditions ("Shipping").

All payments are due in euro. In case your bank account is in a different currency, then your bank may include additional exchange fees. Please note that we are not liable for any additional exchange fees in such cases.

FLÖWY accepts the following types of payments: VISA, MasterCard, American Express, China UnionPay, Apple Pay and Google Pay. The payment processor of the webshop is Stripe.

Please note that if the issuer of your payment card refuses to authorize the payment to FLÖWY, we shall not be liable for any delay or non-delivery.



We reserve the right to make corrections in case technical issues or system errors arise on the website that affect the information validity of products and their prices - e.g. if an incorrectly low purchase price is indicated that arises from a system malfunction, we shall not accept the order and deliver any product at such incorrect purchase price. In such cases, we will inform you with the valid data without delay. You can then confirm your order once again or any party (either you or us) is entitled to withdraw from the contract.

We reserve the right to change the price of products that can be ordered from our webshop. The modification becomes effective at the same time that it appears in the webshop. Such modification shall not affect the price of products that have already been ordered.

We offer a one-time discount of 10% for Customers on their first order in the event that they sign up to our newsletter. This discount applies to the total price of the purchased product(s) only and does not include or affect neither the shipping fee, nor any additional customs fees that the Customer may incur.

In case of special promotions and/or sales items, discounts cannot be combined and only one discount code can be added to each order. We cannot add any discounts to an order after it has been finalized and paid.

We reserve the right to reject any order that has been already confirmed. In such cases, we will inform you without delay and refund the whole amount of your order to you without delay, but no later than 30 (thirty) days.

We are not liable if our suppliers do not fulfill or modify their obligations towards us. We reserve the right to partially or fully refuse the confirmed orders, after consulting with you.

## **7.) SHIPPING**

Made to order items are processed and shipped within 1-2 weeks after receiving your payment. Please note that during peak periods, it might take up to 3 weeks to process and ship your order. We ship each order with carbon-neutral shipping thanks to our partnership with Cloverly Inc. Customers are liable to pay their shipping fee as specified by the table below. For each customer, we then cover the offset project costs towards Cloverly that ensures that each shipping is carbon-neutral.

Import taxes and duties are not included in the item price and/or shipping cost. FLÖWY is not liable for any customs clearance charges and fees. Such charges will be your responsibility and will be collected from you by the shipping company, once your order arrives to you. Please familiarize yourself with your country's regulations and custom fees before placing your order.

If you refuse the parcel upon delivery, you will be responsible for the original shipping costs, as well as the import charges and return shipping fee which may be incurred upon delivery back to us.

We ship worldwide, with a few exceptions. At the present moment, we are unfortunately unable to ship to the following countries: the Russian Federation, Ukraine, Azerbaijan, Georgia, Bahrain.

The delivery of the products is made through the courier services of DPD and FedEx. We do not ship to P.O. box addresses.

Our shipping fees and delivery times are as follows:

	<b>COST</b>	<b>DELIVERY TIME*</b>	<b>FREE FROM</b>	<b>METHOD</b>
Hungary	€5	1-2 days	€150	DPD
EU (Except for Hungary)	€10	3-5 days	€150	DPD
Rest of Europe	€15	3-7 days	€150	DPD, FedEx
North America	€25	3-7 days	€300	FedEx
South America	€30	3-7 days	€300	FedEx
Africa	€30	3-7 days	€300	FedEx
Asia	€30	3-7 days	€300	FedEx
Middle East	€30	3-7 days	€300	FedEx
Oceania	€30	3-7 days	€300	FedEx

The delivery time refers to business days only, excluding Saturday, Sunday and bank holidays in Hungary, and starts from the shipping confirmation email. Please note that delivery times are only estimates and may vary and we are not liable for late deliveries outside of our control.

You are responsible for tracking your parcel with the provided tracking number. If the parcel cannot be delivered due to your absence, you will be liable to rearrange the delivery time with the carrier. If

the new delivery is once again unsuccessful, the carrier will return the parcel to us. In this case, we will deduct the original shipping cost, the return shipping cost and import charges (if any is incurred on us upon delivery) from your refund.

In case of returning products to us, you shall pay for such shipping fees and you may choose any courier company you wish. We are unable to reimburse or refund any duties and taxes associated with the delivery and return of items, as well as the return delivery costs. In case of returning a defective item, the shipping fee related to the return is paid by us.

For further information regarding shipping fees and return fees, please see our Shipping Policy [here](#) and our Return Policy [here](#).

## **8.) RIGHT OF WITHDRAWAL**

You can announce your right of withdrawal without reasoning within 14 (fourteen) days of receiving your order. You shall announce this right in an expressed statement sent to our email address at [returns@flowywear.com](mailto:returns@flowywear.com) within the above-mentioned 14 (fourteen) days deadline. When returning an item, the provisions of our Shipping Policy and Return Policy apply. Please consult our Shipping Policy [here](#) and our Return Policy [here](#).

You shall send back your item(s) to us without delay, but not later than within 14 (fourteen) days from the announcement of your withdrawal. This deadline shall be regarded as being complied with if you dispatch the given item before the 14 (fourteen) days expired.

You shall send back the item(s) via your chosen courier and you will be responsible for return shipping costs. Return shipping costs are non-refundable unless the item(s) you received from us was faulty. Please make sure to keep the proof of mailing the parcel.

Please return all parcels to our warehouse address:

*FLÖWY*

*Áchim András utca 1.*

*5000 Szolnok*

*Hungary*

*+36702402190*

*[returns@flowywear.com](mailto:returns@flowywear.com)*

You are responsible for the returned items until they are delivered to our warehouse address. We recommend you obtain proof of postage, use a registered postal service and keep record of the tracking details, as FLÖWY is unable to be held liable for missing or lost returned items.

The deadlines above shall be regarded as being complied with if you send your statement and the item(s) before the 14 (fourteen) days expired. As we receive your returned item(s), a quality control assessment takes place in order to determine the appropriateness of the returned item(s).

You will receive a written notification via email that we have received your returned item(s). Any item returned exceeding the 14 (fourteen) day deadline will not be eligible for a refund.

Please note that you are responsible for the amortization of the item(s) as a result of the use of the item(s) that exceeds the necessary measure in order to assess the nature, the characteristics, and wear/operation of the item(s). Returned items that are used in excess of the above or damaged may not be accepted and your refund shall be partially or entirely refused. FLÖWY will notify you on the approval or partial / entire rejection of your refund within 14 (fourteen) days from the receipt of the returned product(s).

In case of acceptance, FLÖWY shall refund the reduced or full amount (initially paid by you in connection with the returned item) in the same way as the original method of your payment was made. However, unless the item is defective, this refund shall not include the shipping fee paid by you in relation to the return. Besides, the basis of all refunds is the original price that you have paid for the purchased item, i.e. in case of a sale item we will be able to refund the sale price of the given item at which you made the purchase.

You are not entitled to exercise the right of withdrawal when the item was prepared especially upon your own instructions, or on your expressed demand, or in case the item was unambiguously personalized to you.

On the basis of paragraph (1), §29 of the government decree no. 45/2014 (II.26.) you are not entitled to the right of withdrawal for hair accessories due to hygiene reasons.

The right of withdrawal cannot be exercised by a non-consumer entity, i.e. an enterprise, namely such an entity which acts in the scope of its profession, independent occupation or its business activity.

## **9.) LIABILITIES**

FLŌWY is not liable for damages resulting from natural amortization, defect or negligent use, abnormal consumption or misuse or any other treatment that is not suited to the product description.

Please note that the liability provisions outlined in this section shall apply only to consumers. A consumer is a private person acting out of the scope of his/her profession or his/her business activity. For non-consumer buyers, different provisions of the Hungarian Civil Code shall apply.

#### Liability for defective items (in Hungarian: “kellékszavatosság”)

Liability for defective items (in Hungarian: “kellékszavatosság”) means that in case of defective performance (in Hungarian: “hibás teljesítés”) you are entitled to make a claim for defective items against us, as set forth by the Hungarian Civil Code.

Upon your request, you are entitled to make the following claims:

If an item is defective due to a manufacturing fault, FLŌWY will offer to repair the item or exchange it. If it cannot be repaired or the same item is not available, you are entitled to a proportional price reduction or to have it repaired by yourself or a third party and we shall pay for the repair, or a full refund. Please note that you are not entitled to a full refund if the lack of conformity is minor.

You are entitled to modify your chosen claim but you are responsible for the costs imposed by this modification, except if it was caused by FLŌWY.

You shall inform us about the defect without delay, but not later than within 2 (two) months from the date of its discovery, the latest.

Within the first 6 (six) months from delivery, you shall inform us about the defect and confirm that the item was provided by us. Within this 6 (six) month deadline, there is no other condition to make your claim on the basis of the liability for defective items. In the absence of proof to the contrary, any lack of conformity detected by you within 6 (six) months of the date of delivery shall be presumed to have existed at the time of delivery, unless this presumption is incompatible with the nature of the item or the nature of the lack of conformity.

After the expiry of this 6 (six) month period, you are required to prove that the defect discovered by you had already existed at the date of delivery.

Your right to make a claim for defective items shall lapse after 2 (two) years from the delivery date.

Product guarantee (in Hungarian: “termékszavatosság”)

As a private person purchaser, you shall also have a right to make a claim against FLÖWY for defective products. Product guarantee (in Hungarian: “termékszavatosság”) means that if a product is defective, you are entitled only to choose to have it repaired by FLÖWY or require FLÖWY to exchange the product.

You shall inform FLÖWY about the defect without delay, but within 2 (two) months from the date of its discovery at the latest. You shall be responsible for the damage caused by delayed communication. In case of a defective product claim, you shall prove the defect of the product. The product is deemed to be defective only if (i) it does not meet the quality requirements applicable by law to the particular product, or (ii) it does not have the characteristics set out in the description of the product delivered by FLÖWY.

You are entitled to make your claim against FLÖWY within a 2 (two) year period following the date of delivery.

Please note that under Hungarian law, you are required to choose between your right to make a claim against FLÖWY for defective items (in Hungarian: “kellékszavatosság”) and defective products (in Hungarian: “termékszavatosság”).

Limitation of liability

We do not guarantee, represent or warrant that your use of our Services will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.

You agree that from time to time we may remove the Services for indefinite periods of time or cancel the Services at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Services is at your sole risk. The Services and all products and services delivered to you through the Services are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of

merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall FLOWY, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Services or any products procured using the Services, or for any other claim related in any way to your use of the Services or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Services or any content (or product) posted, transmitted, or otherwise made available via the Services, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **10.) COMPLAINT HANDLING PROCEDURES**

We shall seek to achieve a friendly settlement of any complaint you may have through negotiation. You may announce your complaint at any time in writing sent to our email address: [info@flowywear.com](mailto:info@flowywear.com). The complaint must contain the cause of the complaint and the information necessary to identify the order.

We shall answer every written complaint in writing within 30 (thirty) days from reception. In the event that we do not accept your complaint, we shall give a reasoning thereof.

We shall keep the record of the complaint and a copy of our response for 3 (three) years, and present it at the request of the inspection authority.

In the event of your complaint being rejected, you may also turn with your complaint to the following competent bodies:

The competent unit of the Hungarian Consumer Protection Authority:

*Budapest Főváros Kormányhivatala, Fogyasztóvédelmi Főosztály*

*Address: 1051 Budapest, Sas u. 19. III. emelet*

*Telephone number: +36 1 450 2598*

E-mail: [fogyved\\_kmf\\_budapest@bfkh.gov.hu](mailto:fogyved_kmf_budapest@bfkh.gov.hu)

### The Hungarian Conciliation Bodies:

The conciliation panel at the residence or location of the Customer (consumer) is competent regarding the procedure.

In the absence of the customer's residence in the country and location, the competence of the conciliation panel shall be established by the enterprise involved in the consumer dispute or the seat of the body authorized to represent it. The contact details of the competent conciliation panel according to our seat:

*Jász-Nagykún-Szolnok Megyei Kereskedelmi és Iparkamara mellett működő Békéltető Testület*

*Address: 5000 Szolnok, Verseghy park. 8. III. floor, room no. 305.-306.*

*Telephone number: 20/373-2570*

*e-mail: [bekeltetotestulet@jnszmkik.hu](mailto:bekeltetotestulet@jnszmkik.hu)*

In the event of a consumer complaint, you may also use the EU online dispute resolution platform and lodge a complaint through the online website <http://ec.europa.eu/odr>.

In the event of a cross-border consumer dispute arising out of an online sales or service contract, the conciliation panel attached to the Budapest Chamber of Commerce and Industry shall bear exclusive competence.

All Hungarian Conciliation Bodies are listed at:

<http://www.fogyasztovedelem.kormany.hu/node/8579>

### Initiating court proceedings:

Beyond the procedure mentioned above, you can pursue your claim by means of legal proceedings, on the basis of the relevant legislation.

## **II.) INTELLECTUAL PROPERTY RIGHTS**

All content included on the [www.flowywear.com](http://www.flowywear.com) website, webshop and/or relating to the goods and services of the Service Provider in any manner, including but not limited to software, brand name, logo, texts, graphics, designs, photos, videos etc. are subject to copyright protection, and all parts of



them are the exclusive property of the Service Provider. By purchasing a product and/or using our Services, you do not acquire any ownership of intellectual property. The Service Provider reserves the right to every content on the [www.flowywear.com](http://www.flowywear.com) website. It is prohibited to download, copy, transfer or otherwise use any content or any part thereof from the [www.flowywear.com](http://www.flowywear.com) website and database, without the prior written consent of the Service Provider.

## 12.) DATA PROTECTION

For data protection related information, please see our Privacy Policy [here](#).

By placing an order in the [www.flowywear.com](http://www.flowywear.com) webshop, you accept the General Terms and Conditions, as well as the Privacy Policy of the Service Provider.

If you want us to update, amend or delete the personal data that we have recorded about you, wish to get access to the data being processed about you, or if you have any questions concerning the above guidelines, you may proceed with one of the following options:

To exercise your rights under the GDPR, please visit our GDPR Compliance page [here](#).

To exercise your rights under the CCPA, please visit our CCPA Compliance page [here](#).

To exercise your rights under the APPI, please visit our APPI Compliance page [here](#).

You may also contact us at [info@flowywear.com](mailto:info@flowywear.com) or write to us at the following address:

*FLÖWY*

*Áchim András utca 1.*

*5000 Szolnok*

*Hungary*

## 13.) PROHIBITED USES

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content:

1. for any unlawful purpose;
2. to solicit others to perform or participate in any unlawful acts;
3. to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
4. to infringe upon or violate our intellectual property rights or the intellectual property rights of others;

5. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
6. to submit false or misleading information;
7. to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet;
8. to collect or track the personal information of others;
9. to spam, phish, pharm, pretext, spider, crawl, or scrape;
10. for any obscene or immoral purpose; or
11. to interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

#### **14.) USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services or any related website. You may 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 comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### **15.) TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **16.) MISCELLANEOUS**

You agree to indemnify, defend and hold harmless FLÖWY and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Occasionally there may be information on our site or in the Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Services or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Services or on any related website, should be taken to indicate that all information in the Services or on any related website has been modified or updated.

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this

site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

Certain content, products and services available via our Services may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Should you have any questions about the Terms and Conditions, please reach out to us at [info@flowywear.com](mailto:info@flowywear.com).