

Terms of Service

Hunify Laboratories Ltd. (referred to as “Hunify Labs”) provides the website and related content located at elevapesmart.eu (“Site”). Hunify Labs markets the Elevape Smart vaporizer, as well as accessories (“Products”) for the purposes of sale and fulfillment by Nap Hall Művek Ltd. The term “Services” means the Site and its content. These Terms of Service (“Terms”) govern your access to and use of the Services.

BY ACCESSING OR USING THE SERVICES, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT. YOU MAY NOT ACCESS OR USE THE SERVICES OR ACCEPT OR AGREE TO THESE TERMS IF YOU HAVE NOT REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SERVICES.

1. OVERVIEW, ELIGIBILITY, CUSTOMER SERVICE, TERM AND TERMINATION

(a) Overview. These Terms govern your use of the Services. These Terms do not govern your purchase of the Product. Your purchase of the Product is governed by the limited warranty (“Limited Warranty”), the terms of which are available here and coverage of which is available in certain territories. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on the Services in connection with such features. All additional guidelines, terms, or rules, and the Website Privacy Policy at (“Privacy Policy”), are incorporated by reference into these Terms.

(b) Eligibility. You may use the Services only if you can form a binding contract with Hunify Labs, and only in compliance with these Terms and all applicable local, state/provincial, national, and international laws, rules, and regulations. Any use or access to the Services by anyone under 18 is

strictly prohibited and in violation of these Terms. If you have not reached the age of majority in your jurisdiction of residence you may use the Services only if you either are an emancipated minor or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. The Services are not available to any users previously removed from the Services by Hunify Labs.

(c) Customer Service. If you have any questions or concerns regarding our Product, the Services, or these Terms, please contact us through the Site at <http://elevapesmart.eu/contact>.

(d) Term and Termination. These Terms will remain in full force and effect so long as you continue to use or access the Services, or until terminated in accordance with the provisions of these Terms. At any time Hunify Labs may (i) suspend your rights to use the Services or (ii) terminate these Terms, if Hunify Labs in good faith believes that you have used the Services in violation of these Terms. You may not transfer your right to use the Services to any other person. The limited warranty for your Product is personal to the purchaser of the Product and not transferable to any other person.

(e) Effect of Termination. Upon termination of these Terms, your Account and your right to use the Services will automatically terminate.

2. ACCOUNTS

To use the Services, you must register for an account with Hunify Labs (“Account”) and provide certain information about yourself as prompted by the Site registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Services does not violate any applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations). You are responsible for maintaining the confidentiality of your Account login information and for all activities that occur under your Account. You may not use another user’s account without permission. Hunify Labs encourages you to use “strong” passwords (passwords that use a combination of upper and lower

case letters, numbers and symbols) with your Account. You agree to immediately notify Hunify Labs of any unauthorized use, or suspected unauthorized use, of your Account or any other breach of security. Hunify Labs is not liable for any loss or damage arising from your failure to comply with the above requirements.

3. ACCESS TO SERVICES

(a) Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (i) you agree not to license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; (ii) you agree not to modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services; (iii) you agree not to access the Services in order to build a similar or competitive service; (iv) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means; (v) you agree not to upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer or communication network, computer, handheld mobile device, data, the Services, or any other system, device or property; (vi) you agree not to interfere with, disrupt, or attempt to gain unauthorized access to, the servers or networks connected to the Services or violate the regulations, policies, or procedures of such networks; and (vii) you agree not to remove, obscure or alter any proprietary rights notices (including copyrights and trademark notices) which may be contained in or displayed in connection with the Services. Any future release, update, or other addition to functionality of the Services shall be subject to these Terms.

(b) Privacy Policy. Please review our Privacy Policy, available [here](#). Our Privacy Policy describes practices regarding information Hunify Labs may collect from users of the Services.

(c) Security. Hunify Labs cares about the integrity and security of your personal information. However, Hunify Labs cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

(d) Modification. Hunify Labs reserves the right, at any time, to modify, suspend, or discontinue the Services or any part thereof with or without notice. You agree that Hunify Labs will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part thereof.

4. OWNERSHIP

You acknowledge that all intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Product and the Services (i.e. the Site) are owned by Hunify Labs or our licensors. The provision of the Product and the Services does not transfer to you or any third party any rights, title, or interest in or to such intellectual property rights. Hunify Labs and its licensors and suppliers reserve all rights not granted in these Terms. The Services are licensed to you, not sold, under these Terms.

You may choose to, or Hunify Labs may invite you to submit comments, suggestions, or ideas about the Services, including how to improve the Services or Hunify Labs products (“Ideas”). By submitting any Ideas, you agree that your submissions are voluntary, gratuitous, unsolicited, and without restriction and will not place Hunify Labs under any fiduciary or other obligation, and that Hunify Labs is free to use such Ideas without any additional compensation to you and to disclose such Ideas. You also agree that Hunify Labs does not waive any rights to use similar or related ideas previously known to Hunify Labs, developed by its employees, or obtained from other sources.

5. INDEMNITY

You agree to indemnify and hold Hunify Labs and its licensors and suppliers harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of your violation of these Terms. Hunify Labs reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Hunify Labs and you agree to cooperate with our defense of such claims. You agree not to settle any such claim without Hunify

Labs' prior written consent. Hunify Labs will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

6. THIRD PARTIES

(a) Third Party Sites. The Site may contain links to other web sites operated by third parties ("Third Party Sites"). Such Third Party Sites are not under our control. Hunify Labs provides these links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third Party Sites.

Equipment, ISP, and Carrier. You acknowledge and agree that the availability of the Services is dependent on (i) your computer, mobile device, home wiring, and other related equipment ("Equipment"), (ii) your Internet service provider ("ISP"), and (iii) your mobile device carrier ("Carrier"). You acknowledge that you are responsible for all fees charged by your ISP and Carrier in connection with your use of the Services. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier.

(d) Release Regarding Third Parties. Hunify Labs is not responsible for third parties, including Third Party Sites, ISPs, and Carriers. You hereby release Hunify Labs and its licensors and suppliers from any past, present, and future claims, liabilities, and damages, known or unknown, arising out of or relating to your interactions with such third parties.

7. WARRANTY DISCLAIMERS

(a) THE WARRANTY FOR THE PRODUCT IS SET FORTH IN THE LIMITED WARRANTY.

(b) THE SERVICES (I.E. THE SITE) ARE PROVIDED FOR YOUR CONVENIENCE, "AS IS" AND "AS AVAILABLE" AND HUNIFY LABS AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE

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(c) HUNIFY LABS AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE COMPATIBLE WITH YOUR COMPUTER OR MOBILE DEVICE; (III) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HUNIFY LABS OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.

8. LIMITATION OF LIABILITY

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) HUNIFY LABS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THE SERVICES OR THE PRODUCTS, EVEN IF HUNIFY LABS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) HUNIFY LABS' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE SERVICES AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO HUNIFY LABS OR HUNIFY LABS' AUTHORIZED RESELLER FOR THE GIVEN SERVICE OR THE PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. HUNIFY LABS DISCLAIMS ALL LIABILITY OF ANY KIND OF HUNIFY LABS' LICENSORS AND SUPPLIERS. ALL PRODUCT INFORMATION (BEING INFORMATION IN RELATION TO THE NATURE AND USE OF THE PRODUCT AND SERVICES) IS PROVIDED FOR YOUR CONVENIENCE, "AS IS" AND "AS AVAILABLE". WE DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND HUNIFY LABS DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, YOUR HOME OR PROPERTY, PRODUCT, PRODUCT PERIPHERALS, AND ALL OTHER ITEMS AND PETS IN YOUR HOME OR PROPERTY, RESULTING FROM YOUR USE OF PRODUCT INFORMATION, THE SERVICES, OR THE PRODUCT. PRODUCT

INFORMATION PROVIDED BY THE SERVICES IS NOT INTENDED AS A SUBSTITUTE FOR DIRECT MEANS OF OBTAINING THE INFORMATION.

9. CERTAIN EXCLUSIONS

Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

These Terms give you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law.

10. GENERAL

(a) Changes to these Terms or the Privacy Statement. These Terms and the Privacy Statement are subject to occasional revision, and if Hunify Labs makes any material changes, Hunify Labs may notify you by prominently posting notice of the changes on the Site. Any changes to these Terms or the Privacy Statement will be effective immediately following our posting of notice of the changes on the Site. Continued use of the Services following notice of such changes shall indicate your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes.

(b) Disputes.

Contact Hunify Labs first. If a dispute arises between you and Hunify Labs, our goal is to learn about and address your concerns. You agree that you will notify Hunify Labs about any dispute you have with Hunify Labs regarding these Terms by emailing elevapesmart@hunifylabs.com.

Governing Law. These Terms are governed by the Hungarian laws without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You agree to submit to the personal jurisdiction of the state and federal courts in or of Hungary for the purpose of litigating all such claims or disputes, unless submitted to arbitration as set forth in the following

paragraph. Notwithstanding the foregoing, Hunify Labs may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.

Arbitration. For any claim (excluding claims for injunctive or other equitable relief) under these Terms where the total amount of the award sought is less than €10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online, and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) Entire Agreement/Severability. These Terms constitute the entire agreement between you and Hunify Labs regarding the use of the Services. Any failure by Hunify Labs to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither party is an agent or partner of the other party.

(d) Assignment. These Terms, and any associated rights or obligations, may not be assigned or otherwise transferred by you without Hunify Labs' prior written consent. These Terms may be assigned by Hunify Labs without restriction. These Terms are binding upon any permitted assignee.

(e) Notifications. Hunify Labs may provide notifications to you as required by law or for marketing or other purposes via (at its option) email, hard copy, or posting of such notice on the Site. Hunify Labs is not responsible for any automatic filtering you or your network provider may apply to email

notifications. Hunify Labs recommends that you add elevapesmart@hunifylabs.com, to your email address book to help ensure you receive email notifications from Hunify Labs - Elevape Smart.

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Hunify Labs - Elevape Smart Limited Warranty

Please read this document carefully. It contains very important information about your rights and obligations, as well as limitations and exclusions that may apply to you.