

## **TERMS AND CONDITIONS**

Effective 1<sup>st</sup> of February 2017

### **I DEFINITIONS**

1.1 The following definitions explain some of the terminology and abbreviations used throughout our Terms and Conditions and Privacy Policy:

1.2 “Terms” refers to the latest version of these Terms and Conditions document available on the ‘YeCup’ website.

1.3 “Site” refers to the websites of the ‘YeCup’ available at <<http://www.yecup.org>>.

1.4 “User/you/your” refers to any person who is downloading, visiting, using or in any other way interacting with the Site or its respectful Materials (see 1.9) regardless of the activities taken.

1.5 “We/us/our” refers to YE US inc, the Site, its employees, and affiliates.

1.6 “Customer” is a User who places an order with us to obtain the Product.

1.7 “Privacy Policy” refers to Privacy Policy document governing the rules of collecting, using and storing information provided by Users and Customers. This document is available on the Site.

1.8 “Outside sources” refers to any application, website, natural or legal entity other than the Site, its employees, and affiliates.

1.9 “Materials” refers to all images, text, audio and video data or any other information located on the Site. Materials also refer to images, text, audio and video data or any other information located on any other place provided that there is information that said material originated from the Site.

1.10 “Product” refers to products listed on the Site and is available for purchase from the Site.

1.11 “Service” refers to purchasing and ordering option available on the Site.

### **II GENERAL PROVISIONS**

2.1 The Site is owned by YE US inc, 1209 North Orange Street, Wilmington DE.

2.2 These Terms govern the use of the Site, Materials, and purchase of Products. These Terms also regulate the contractual relation between Customers and us.

2.3 Terms apply to all Users and Customers regardless of the way, purpose or instruments used in accessing the Site or Materials.

2.4 By accessing the Site you confirm that you have read, understood and agreed to be bound by these Terms, Privacy Policy, applicable laws, and other applicable internet policies. If you do not agree with any part or all of the Terms, you may not use the Site.

2.5 Users are forbidden to misuse the Site or Services. A misuse constitutes any usage, access or interference with the Site or Service contrary to Terms, Privacy Policy and applicable laws and regulations. If you do not comply with the Terms we reserve the right to cancel or terminate your access to the Site, or any part thereof, or your user account. We can, in our sole discretion, suspend or terminate access to all or parts of the Site and Services to any User, without prior notice or need to deliberate on reasons for such measure. We reserve the right to deny Services to anyone at any time.

### **III COMPLIANCE**

3.1 The Site is available to Users located all around the world, so it is upon you to assess whether visiting the Site or using our Services is in compliance with any local laws and regulations. Whenever you are visiting our Site or using our Services you will need to comply with these Terms and any applicable laws, regulations and policies. If any part of the Site or the Services is not in compliance with your local laws, you may not use the Site and the Services. Any such Service will be considered as 'not available in your country'.

3.2 Many states and municipalities have local codes and regulation governing sales, and/or use of products for certain purposes. We attempt to ensure that our products comply with such codes; we cannot guarantee compliance to such codes in every situation, nor can we be responsible for how the product is used. Before you purchase and use a product, please review both the product application and local codes and regulations. Be sure that the product, and its use will comply with such codes.

### **IV MINIMUM AGE REQUIREMENT**

4.1 By accessing the Site or by using our Services you confirm that you are at least 18 years of age, or at least of the age of legal consent in your jurisdiction. You also confirm that you have a legal capacity to enter into a binding agreement.

## **V CHANGING OUR TERMS**

5.1 We reserve the right to update and change the Terms periodically without notifying the Users. The current version of Terms is available on the Site indicating the effective date. Users are encouraged to periodically review Terms in order to stay informed on any changes.

5.2 Users are bound by any changes to the Terms regardless of their knowledge about them, provided that changes were published and available for review.

## **VI ELIGIBILITY**

6.1 By placing an order, or by providing your information for other purposes, you confirm that you *(i)* have full legal capacity to enter into a binding relation, *(ii)* that you will provide true, accurate, and complete information where requested, which is otherwise compatible with these Terms, *(iii)* that you have available funds necessary for the requested Product, *(iv)* that you will not use Product contrary to these Terms or applicable laws.

## **VII SERVICES**

7.1 Some of the Services provided are only available to registered Users. If you chose to access the Services you agree to the following terms:

*Personal Information*

7.2 Users are required to provide true, accurate, current and complete information about themselves as prompted by registration forms on the Site. Users agree to update their information should there be any changes, in order to keep registered information true, accurate, current and complete. If you provide information contrary to aforementioned conditions, we may deny you access to the Site, parts of it or our Services. We are not responsible for any failure in providing the Services or Product which results from information that is not true, accurate, current and complete.

#### *Non-Commercial Use*

7.3 You may only purchase or order Product for non-commercial, personal use and any other use is not permitted. You may not sell or resell any products you purchase or otherwise receive from us. We reserve the right, with or without notice, to cancel or reduce the quantity of any order to be filled or products to be provided to you that may result in a violation of these Terms, as determined by us in our sole discretion.

#### *Pricing and Delivery*

7.4 Full list and description of our pricing is available on the Site, in the catalog, or provided through e-mail or phone. We reserve the right to change and update our prices and periodically at any time and without notification. All changes become effective from the day of publishing.

7.5 All prices on the Site are displayed in full, inclusive of VAT if applicable. Prices listed do not contain any additional expenses like shipping.

7.6 We will use commercially reasonable efforts to deliver items as quickly as possible within a reasonable time, but we are not responsible for any delays in delivery which are beyond our control. The risk of damage or loss of goods shall be passed to you upon our delivery of products to the delivery company.

7.7 In the event that the Product is listed at an incorrect price due to typographical error or systems error, we retain the right to refuse or cancel any orders placed for product

listed at the incorrect price. If the payment of the incorrect price has already been made, we will return the same amount of money upon cancellation.

#### *Cancellation, Refund and Return Policy*

7.8 You can cancel your order until the point when the Product is scheduled for shipment by contacting us at [contact@yecup.org](mailto:contact@yecup.org) or call us at +37494555200. We reserve the right to cancel your order if we are unable to process payment, you provide invalid personal information, or the Product has become unavailable. We will notify you prior to cancellation provided that we have your contact information.

7.9 If you are not satisfied with the delivered Products, please contact the manufacturer immediately at [contact@yecup.org](mailto:contact@yecup.org). Refund requests must be placed within 14 days from ordering of the Product. If the Product arrived damaged or defective, please contact us immediately. We will analyze the issue with our data servers and any evidence you provide, and come up with solutions. User can either opt for full refund or new Product. In either case, user must send the damaged product to the manufacturer who will cover the costs of shipping. If damage to the Product is resulted from the actions of the user, we do not take any responsibility for the damage nor will we provide the refund. All refunds, credits and replacements are provided at our sole discretion.

7.10 You agree that you will contact the manufacturer for any unresolved issue before resorting to other options. We will maintain to try to solve any problem regarding the Service or Product which may occur. You may seek remedy in court or other appropriate bodies only if the issue was not resolved with direct contact with the manufacturer.

#### *Payment method*

7.11 All payments on the site are conducted through credit/debit cards(Stripe.Inc) and PayPal. Providers of payment services are separate legal entities, and we can not influence or affect in any way the fees or other expenses charged by them. Please refer to these payment service providers' terms of service for more details.

7.12 By placing an order for the Product, you authorize YE US inc. to charge your debit card, credit card, or other payment method listed accordingly.

#### *Shipping and Availability of the Products*

7.13 If the ordered Product is available in stock, we will ship it within five business days. We may ship the product from our head office, or other appropriate warehouse if such delivery is more efficient and cost effective.

7.14 We aim to serve customers in the best way possible, however sometimes, due to the high traffic and above average inventory turnover, we may not have requested Products in stock after the purchase is made. We will inform you in a timely manner when we are not able to deliver the Products and will give you an estimation of time when the Products will be available again. In this case, we reserve the right to cancel and refund your order unless we can offer a suitable replacement which you agree to receive.

#### *Contact*

7.15 We may contact you using the available contact information provided by you, for any matters relating to purchasing, paying and delivering of the Product. We may also inform you through e-mail about news, promotions, special offers and or other topics of interest related to the YE US Inc. and our affiliates. You may choose to stop receiving these promotional e-mails at any time by following the instructions contained in promotional e-mails.

### **VIII LICENCE AND INTELECTUAL PROPERTY RIGHTS**

8.1 Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sub licensable license to use the Site. Except as expressly permitted in these Terms, you may not: copy, modify or create derivative works based on the Site and Materials; distribute, transfer, sublicense, lease, lend or rent the Site or Materials to any

third party; reverse engineer, decompile or disassemble the Site; or make the functionality of the Site available to multiple users through any means.

8.2 Usage of the Materials is governed by appropriate laws of the state of Delaware, United States.

8.3 The Site is Copyright © 2017 YE US inc, all rights reserved. You must reference the Site, its respectful owners, and authors of the content where available if you are using content for non-commercial use. Trademarks, service marks, logos and copyrighted works available on the Site and on the Product are the sole property of YE US inc, our affiliates, or used under appropriate licenses. Usage for commercial purposes is strongly prohibited without obtaining our prior written permission. Product is subject of the intellectual property rights whose sole owner is YE US inc. all rights reserved.

8.4 If you post content on the Site, you grant us a non-exclusive, royalty-free, perpetual, irrevocable right to use, reproduce, modify, adapt, publish, distribute, and display such content on the Site and on any other marketing material we may create. Whenever we might use the User generated content we will give appropriate credit to the content provider through their account username. Except before mentioned usage of user generated content, you retain copyright and any other rights you already hold in content which you submit, post or display on or through the Services.

## **IX THIRD - PARTY CONTENT**

9.1 We may provide Users with content belonging to the Outside Sources or links leading to the Outside Sources. We are not responsible for the content provided by the Outside Sources. Outside sources are not under our control, and they may have different terms of use and policies. The Site is not responsible for the availability and content of the Outside Sources.

## **X PRIVACY**

10.1 When using our Site and Product we may collect some information about you, your device or about how you are using our Site. We may also collect some information about

your Product usage. For easier understanding we placed all information about data collection in separate document called Privacy Policy, which is available on the Site. Please review our Privacy Policy in its entirety to get a clear picture on how we collect, store, use and remove any data which we may collect from you.

## **XI INDEMNITY**

11.1 You will indemnify and hold harmless YE US inc, and its employees and affiliates, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with your access to or use of the Site and its Services, content which you provide, or your violation of these Terms.

## **XII STATUTE OF LIMITATIONS**

12.1 You agree that regardless of any statute or law to the contrary, any claim or cause of action arising of or related to use of the Site, Services or the Terms must be filed within 180 days (one hundred eighty) after such claim or cause of action arose or be forever barred.

## **XIII DISCLAIMER**

13.1 WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PROVIDED BY LAW, THE WEBSITE AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. NONE OF THE PARTIES INVOLVED IN CREATING, PRODUCING, AND/OR DELIVERING THE SERVICES AND THE SITE ARE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, THROUGH ACCESS TO, USE OF, OR BROWSING THE SITE OR THROUGH YOUR DOWNLOADING OF MATERIALS FROM THE SITE, INCLUDING



BUT NOT LIMITED TO ANYTHING CAUSED BY BUGS, VIRUSES, OR ANY COMPUTER SYSTEM, HARDWARE, SOFTWARE, OR PROGRAM MALFUNCTIONS, OR ANY OTHER ERRORS, FAILURES, OR DELAYS. IN NO EVENT WILL YE US INC, OR ANY OF OUR AFFILIATES OR SERVICE PROVIDERS BE LIABLE FOR ANY LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR OF THE INABILITY TO USE ANY MATERIALS ON THE WEBSITE.

13.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### **XIV GOVERNING LAWS**

14.1 This Agreement shall be governed by and construed under the laws of the state of Delaware, United States of America, without regard to its conflict of law provisions, as applied to agreements entered into and to be performed in Delaware by the Delaware residents. You also agree and hereby submit to the non-exclusive jurisdiction of the courts in Wilmington, Delaware, United States of America, for the resolution of any conflict arising out of or in connection with these Terms, the Site, or the Service.

#### **XV FINAL PROVISIONS**

15.1 If any part of these Terms is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity or enforceability of the remainder of the Terms. The section titles in the Terms are for convenience only and have no legal or contractual effect. Any failure to exercise or enforce any right or the provision of this agreement shall not constitute a waiver of such right or provision.

#### **XVI CONTACT**

16.1 We always look forward to your opinion, so if you have any questions, suggestions, or comments, you can address them to [contact@yecup.org](mailto:contact@yecup.org).

## **PRIVACY POLICY**

Effective 1<sup>st</sup> of February 2017

### **I GENERAL PROVISIONS**

1.1 This Privacy Policy governs the collection, usage and storage of information obtained from the Users (hereinafter: Information) through the usage of the YeCup website, our Services and Products. We do not sell available personal information to third-parties. We use collected Information exclusively for our internal and marketing purposes and for providing requested Products. In some instances, we are obliged to comply with court orders and government requests and provide Information or parts of it to authorized bodies. We may disclose or access Information whenever we believe in good faith that the law so requires, such as to comply with a litigation, or that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or if we otherwise consider it necessary to do so to maintain service and improve our products and services. The Information on Users is divided into identifiable and non-identifiable Information depending on whether Information can identify the User as a specific person.

### **II CHANGES TO THE PRIVACY POLICY**

2.1 We reserve the right to change our Privacy Policy at any time without prior notification. The current version of Privacy Policy is available on the Site indicating the effective date. If the changes to the Privacy Policy are significant in nature, we will notify you by e-mail, if such Information is available, prior to the changes becoming effective. You are encouraged to periodically check our Privacy Policy.

### **III CONSENT**

3.1 By accessing the Site you agree to be bound by the terms of our Privacy Policy, applicable laws, and internet policies. The Site's services are intended for a general audience and are not targeted at children. We take children's online safety very seriously, and if we ever learn that the Information collected belongs to a child, we will immediately remove any such Information unless

such Information is provided with the verifiable parental consent and is otherwise in compliance with relevant laws.

#### **IV IDENTIFIABLE INFORMATION**

4.1 We sometimes require personal information in order to provide our Services and Products. The information we collect is necessary to provide our Services and delivering Products, and we do not collect any information which is not strictly required by the nature of the service. Personal Information which we may collect includes full name, address, e-mail, payment information, and postcode.

4.2 We may disclose your personal information to agents and operators under confidentiality or similar agreements, including payment processors, advisors, and advertisers, shipping companies who we believe reasonably need to come into contact with that information: (i) to provide products or services to you; (ii) to administer our business or the Site; (iii) to provide customer service; (iv) to update account information; (v) to forward updates, announcements, and newsletters; (vi) to respond to your communications, and communicate with you about the Site and other activities related to the Site; (vii) in the event of any reorganization, merger, sale, joint venture, assignment, transfer or disposition of all or any portion of the Site's business or operations (including without limitation in connection with bankruptcy or any similar proceedings); or (viii) as otherwise authorized by you.

4.3 You can access and review the personal information in accordance with applicable laws and upon a written request. We will provide you with access to your personal information within a reasonable time from the receipt of the request. We may sometimes deny your request under relevant laws. You can request to verify, update or correct personal information provided. We might require a valid photo ID in order to determine your identity. There is no charge for updating or changing provided personal information.

4.4 We may keep records of any questions, complaints or compliments made by you and the response if any. Whenever you contact us, we will collect your name, e-mail address and any additional information which you provide and store it on our servers in order to provide you with the best service possible and to improve our Services.

4.5 By providing us your e-mail address you agree to receive periodical emails from us. We may contact you using the available contact information provided by you, for any matters relating to purchasing, paying and delivering of the Service. These e-mails do not constitute “unsolicited commercial e-mail advertisements” and you are not able to opt-out of receiving them.

4.6 We may also inform you through e-mail about news, promotions, special offers, advertisements, and or other topics of interest related to the YE US inc. and our affiliates (**Promotional e-mails**). You may choose to stop receiving these Promotional e-mails at any time by following the instructions contained in promotional e-mails.

4.7 We endeavor to maintain appropriate physical, procedural and technical security with respect to our offices and information storage facilities so as to prevent any loss, misuse, unauthorized access, disclosure, or modification of personal information which also applies to our disposal or destruction of personal information. We keep the personal Information we collect about you strictly confidential. Only authorized personnel have access to this personal Information.

## **V NON-IDENTIFIABLE INFORMATION**

5.1 By visiting the Site we automatically collect some non-identifiable Information regarding your computer or mobile device and your activities. We may collect other Information in order to improve the User’s experience and provide better service. This Information is not personally identifiable. The Site might use “cookies” in order to help improve the User experience. The User can deny access to cookies through their browser settings.

5.2 We use your information to provide and improve our services, customize services for you, better understand our Users, diagnose and fix problems, etc.

5.3 By using our Product we may collect the Product usage information in order to improve our products and for general statistics. This data is in no way connected with any individual user.

## **VI THIRD PARTIES WEBSITES AND WIDGETS**

6.1 The Site may contain links to other external websites that do not fall under our domain. We are not responsible for the privacy practices or the content of such external websites. If you choose to follow such links to external websites, you do so at your risk.

6.2 The Site may include social media features in the form of widgets which function like separate programs working within the Site. Your interaction with these widgets is governed by policies of a third-party providing them.

## **VII CONTACT INFORMATION**

7.1 If you have any questions regarding our Privacy Policy and how the information is handled, or you wish to access, amend, or update your information feel free to contact us at [contact@yecup.org](mailto:contact@yecup.org).