

## **1. Use of Our Website**

### **a. Eligibility**

This is a contract between you and Company. You must read and agree to these terms before using the Company Service. If you do not agree, you may not use the Service or purchase any Product. You may purchase the Products only if you can form a binding contract with Company, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use or access of the Service by anyone under 13 is strictly prohibited and in violation of these Terms.

### **b. Company Service**

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service for your personal, noncommercial use only and as permitted by the features of the Service. Company reserves all rights not expressly granted herein in the Service and the Company Content (as defined below). Company may terminate this license at any time for any reason or no reason.

### **c. Service Rules**

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the Company servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Company grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Company Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

Accessing any audiovisual content that may be available on the Service for any purpose or in any manner other than Streaming (as defined below) is expressly prohibited unless explicitly permitted by the functionality of the Service. “**Streaming**” means a contemporaneous digital transmission of an audiovisual work via the Internet from the Company Service to a User’s

device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the User.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

You are solely responsible for your interactions with other Company Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Company shall have no liability for your interactions with other Users, or for any User's action or inaction.

## **2. Our Proprietary Rights**

Except for your User Content, the Products, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "**Company Content**"), and all intellectual property rights related thereto, are the exclusive property of Company and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by these Terms is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service or our Products, including without limitation about how to improve the Service or our Products ("**Ideas**"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related ideas previously known to Company, or developed by its employees, or obtained from sources other than you.

## **3. Order and Payment Terms; Referral Program**

**a. Reservations.** If Company offers the ability to reserve Products ("**Reservations**"), such Reservations are not transferrable. If you transfer your Reservation, Company may cancel your Reservation and refund any amounts that you paid for such Reservation. You understand and acknowledge that Reservations do not constitute an order for Products or any promise of shipment, and Reservations are subject to full payment and your provision of other information.

**b. Placing an Order.** After you place an order we will review the information you provided for validity by verifying your method of payment, billing, and/or shipping address.

Orders may not be accepted for delivery to certain addresses and territories based upon your location. We may contact you (via email or phone) if additional information is required to accept and process your order. Invalid order information may result in delays processing your order. For Product purchases, your receipt of an order confirmation does not constitute Company's acceptance of your order. Without prior notification, Company maintains the right to limit the Product order quantity and the right to refuse to sell Products to any customer for any reason or no reason at all. The Company may, but is not obligated to, investigate your order for violation of these terms, including without limitation to verify your credit card information. The Company may cancel your order in its sole discretion if Company believes that you have violated the terms of this Agreement. Company reserves the right not to sell to resellers, dealers, or distributors. If your order is canceled or refused, we will attempt to notify you using the email address or phone number you have given us with the order.

**c. No Sales to Children; Use of Products.**

Company does not sell Products through the Service for or to children, but only to adults, who can purchase with a credit card or other permitted payment method. If you are under eighteen (18) years of age, you may use the Service only with involvement and consent of a parent or legal guardian. You agree to comply with all laws regarding the use of our Products, including laws regarding the required age to ride a Boosted board.

**d. Payment Methods.** Company will not fulfill any Product order without authorization validation of your purchase. You represent and warrant that the payment and shipping information that you provide is accurate and that you have the right to purchase Products using such payment information. We may offer you the ability to finance your purchase of Products through the Service via a third-party provider. The Company will use reasonable efforts to let you know what taxes and charges apply to your purchase of Products, however, we are not responsible if additional taxes or fees are assessed by your local government.

**e. Offers.** You acknowledge and agree that any offers made available through the Service are subject to change at any time and from time to time.

**f. Colors and Other Features.** We have endeavored to be as accurate as possible in describing and displaying the colors and other features of the Products made available for purchase through the Service; however, there is no warranty or guarantee that the colors, quality, product descriptions, or other content of the Service is accurate, complete, reliable, current, or error-free.

**g. Changing Your Order Information.** If you've submitted an order for Products, and we haven't yet shipped your Products, you may change your order information by contacting us at [info@dilaboards.com](mailto:info@dilaboards.com)

**h. Shipping.** After we've received your payment, we will ship you the Products that conform to your order. We will ship the Product(s) you purchase via the shipping method of our choice, on such other terms and conditions (such as applicable shipping and handling fees) that we may disclose to you at the time of your purchase. Please note that you may be required to sign for delivery of Products. We do not guarantee the services of any shipping service, and delivery dates and times are estimates and are not guaranteed. We will, however, use commercially reasonable efforts to dispatch the Product to you as soon as reasonably

possible after you place your order. During busy times, such as holiday periods and periods of inclement weather, there may be additional processing and shipping delays. You agree to not hold Company liable for any shipping issues. Most package carriers have a short time frame in which to initiate claims. We recommend that you inspect your package for damage immediately upon arrival. If there is a problem, contact the delivery service immediately to resolve any problems. At our discretion, we may choose to halt, or alter, the delivery of an order, even though it is in the hands of a delivery agent or shipping company. We may do this as a customer service or in cases where we suspect fraud. You agree to pay any additional charges that may arise to do circumstances in which we take such action. If available in your delivery area, you may also have the option of selecting delivery through a third-party provider.

**i. Returns and Warranty.** Company will provide refunds for Products purchased through our Website solely in accordance with our Return and Warranty Policy. Possible battery capacity shrink is not covered under warranty and returns (it is a normal and expected occurrence with normal use of the product).

**j. Referral Programs.** Company may, from time to time offer incentives for customer referrals. The terms of any such programs can be found in Company's Referral Program Terms and Conditions.

#### **4. Privacy**

We care about the privacy of our users. You understand that by using the Service or purchasing Products you consent to the collection, use and disclosure of your personally identifiable information and aggregate data and you agree to have your personally identifiable information collected, used, transferred to and processed.

#### **5. Security**

Company cares about the integrity and security of your personal information. However, we 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.

#### **6. Copyright Complaints**

It is our policy to respond to alleged infringement notices.

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Company. For your complaint to be valid, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the Service;
- Information reasonably sufficient to permit Company to contact you, such as your address, telephone number, and, email address;

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to

Email: [info@dilaboards.com](mailto:info@dilaboards.com)

## **7. Indemnity**

You agree to defend, indemnify and hold harmless Company and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your misuse of the Products; (vii) your willful misconduct, or (viii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

## **8. No Warranty**

The Service and Products are provided on an "as is" and "as available" basis. Use of the Service and products is at your own risk. To the maximum extent permitted by applicable law, the Service and Products are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from Company or through the Service or in connection with the Products will create any warranty not expressly stated herein. Without limiting the foregoing, Company, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Service.

Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and Company will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Federal law, some states, provinces and other jurisdictions do not allow the exclusion and limitations of certain implied warranties, so the above exclusions may not apply to you. These Terms gives you specific legal rights, and you may also have other rights which vary from

state to state. The disclaimers and exclusions under these Terms will not apply to the extent prohibited by applicable law.

## **9. Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall Company, its affiliates, agents, directors, employees, suppliers or licensors be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service. Under no circumstances will Company be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your account or the information contained therein.

To the maximum extent permitted by applicable law, Company assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Service or Products; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or (vii) User Content or the defamatory, offensive, or illegal conduct of any third party. In no event shall Company, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Company hereunder or 100.00€, whichever is greater.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Company has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some countries do not allow 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 state to state. The disclaimers, exclusions, and limitations of liability under these Terms will not apply to the extent prohibited by applicable law.

The Service is controlled and operated from facilities in European union. Company makes no representations that the Service or Products are appropriate or available for use in other locations. Those who access or use the Service or Products from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service or purchase the Products if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service and Products are solely directed to individuals, companies, or other entities located in the United States.

## 10. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

**a. Governing Law** You agree that: (i) the Service shall be deemed solely based in Slovenia; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Slovenia. These Terms shall be governed by the internal substantive laws of Slovenia, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Slovenia, for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm.

**b. Class Action/Jury Trial Waiver.** With respect to all persons and entities, regardless of whether they have obtained or used the Service and Products for personal, commercial or other purposes, all claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that, by entering into these Terms, you and Company are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

## 11. General

**a. Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

**b. Notification Procedures and Changes to these Terms.** Company may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on the Service, as determined by Company in our sole discretion. Company reserves the right to determine the form and means of providing notifications to our users, provided that you may opt out of certain means of notification as described in these Terms. Company is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Company may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the bottom of this page and notify you that material changes have been made to these Terms. Your continued use of the Service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or

any future Terms of Use, do not use or access (or continue to access) the Service or purchase Products.

**c. Entire Agreement/Severability.** These Terms, together with any amendments and any additional agreements you may enter into with Company in connection with the Service and the Products, shall constitute the entire agreement between you and Company concerning the Service and the Products. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

**d. No Waiver.** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

**e. Expiration of Claims.** Any claim or cause of action you may have with respect to Company, the Service or the Products must be commenced within six (6) months after the claim or cause of action arose.

**f. Contact.** Please contact us at [info@dilaboards.com](mailto:info@dilaboards.com) with any questions regarding these Terms.

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