

## **LEGAL NOTICE**

Thank you for visiting Pikolinos.com (the "Website"), which is owned and operated by PIKOLINOS USA, CORP. ("Pikolinos"). Pikolinos is also the owner of other web pages with the same address but with generic domains of a higher gTLD level and domain names corresponding to country codes or ccTLD.

In compliance with Article 10 of Law 34/2002, of 11 July, pertaining to the Information Society and Electronic Commerce Services, the following information regarding the owner of the Website is hereby made know to users:

Company Name: PIKOLINOS USA, CORP.

Company Registration Number: P06000037218

U.S. Employer Identification Number (EIN): 20-4619425

Registered Office: 6701 NW 7th Street, Suite 106, Miami, FL 33126

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

## **TERMS OF SERVICE AND CONDITIONS OF USE**

These Terms of Service and Conditions of Use (the "Terms") apply to your use of the Website and, unless otherwise indicated, your use all other websites and services linked to or accessible from the Website that are also owned or operated by Pikolinos or Pikolinos' subsidiaries and affiliates.

Where used in these Terms, "you," "your," and similar words mean the visitor to and/or user of the Website.

Provided that you fully comply with these Terms and agree to be bound by them in all respects, Pikolinos grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website. **BY USING THE WEBSITE, YOU AGREE TO THESE TERMS IN FULL AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE WEBSITE AND YOU MUST LEAVE THE WEBSITE IMMEDIATELY.**

Children under the age of 13 are expressly prohibited from using the Website. By using the Website (and thereby accepting these Terms), you represent that you are over the age of 13 and are at least the age of majority in your jurisdiction (which, in most U.S. jurisdictions, is 18). If you are not competent to enter into the contract created by these Terms (because you are a minor or for any other reason), then you may not use or access the Website.

Pikolinos reserves the right, at its sole discretion, to change, modify, add or remove some or all of these Terms at any time and without prior notice to you. The Terms are posted on the Website and reflect the then-existing Terms. It is your responsibility to review these Terms periodically for any amendments to these Terms. Your continued use of the Website following any amendments to these Terms means that you accept and agree to the amendments.

Other written agreements may be apply to your relationship with Pikolinos, including but not limited to the Privacy Policy, Cookies Policy, and the Refund Policy. These Terms do not replace, amend, or supersede any such other written agreement unless otherwise expressly indicated herein or in such other written agreement.

Notwithstanding your acceptance of and agreement to these Terms, your access to the Website and to any portions thereof is and will remain at the sole and absolute discretion of Pikolinos. Pikolinos may temporarily or permanently terminate, suspend, or refuse to permit your access to any portion of the Website and to any of the services provided on the Website for any reason, all at our sole and absolute discretion, with or without notice and without liability to Pikolinos. These Terms will continue in effect and are binding upon you even if the Website or your access to the Website is terminated or suspended.

## 1. PERMITTED USES OF THE WEBSITE.

Except as expressly permitted herein, you may not use the Website or its content for any purpose without our express written permission.

Except for items in the public domain or used by Pikolinos pursuant to a license from a third party, the content of this Website is the intellectual property and/or proprietary information of Pikolinos. Pikolinos, its licensors, and other third parties, as may be applicable, retain all right, title, and interest in the content of this Website.

Except as expressly permitted herein, you may not possess, use, reproduce, distribute, publish, display, broadcast, perform, adapt, translate, or make derivatives of the Website content. You may not remove or modify any copyright notice or attribution of authorship. You may not claim to own or possess any right, title or interest in the Website content or any copy, reproduction or derivative thereof.

All of the following actions and conduct are prohibited, and you may not engage in any of the following:

- a. You may not attempt to gain unauthorized access to any portion or feature of the Website or any other systems or networks connected to the Website or to any server related to the Website.
- b. You may not attempt to enter any portion of the Website by hacking, password mining or any other illegitimate means.
- c. You may not use any deep-link, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent automated or manual process, to access, acquire, copy or monitor any portion of the Website.
- d. You may not reproduce or circumvent the navigational structure or presentation of Website.
- e. You may not obtain or attempt to obtain any materials, documents, or information through any means other than as intended by Pikolinos.
- f. You may not probe, scan, or test the vulnerability of the Website or of any network connected to the Website.
- g. You may not breach the security or authentication measures on the Site or any network connected to the Site.
- h. You may not reverse lookup, trace, or attempt to trace any information belonging to or concerning any other user of or visitor to the Website or exploit the Website or any service or information made available or offered by or through the Website, so as to obtain or reveal information belonging to or concerning any other user of or visitor to the Website, including but not limited to personal identification or information, other than your own information.
- i. You may not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or on Pikolinos's systems, servers, or networks, or any systems, servers, or networks connected to the Website.
- j. You may not use any device, software, or routine to interfere or attempt to interfere with the proper operation and function of the Website, with any transaction conducted on the Website or with any other person's use of the Website.
- k. You may not forge headers or otherwise manipulate identifiers so as to disguise the origin of any message or communication that you send to Pikolinos on or through the Website. You may not claim to be another person, misrepresent your identity, or impersonate any other person.
- l. You may not use the Website for any purpose that is illegal under the laws, regulations, or ordinances of any applicable jurisdiction or that infringes upon the rights of others, including but not limited the rights of Pikolinos in and to its intellectual property.

## **2. DISCLAIMER AND LIMITATION OF LIABILITY.**

THE WEBSITE AND THE CONTENT OF THE WEBSITE ARE PROVIDED ON AN "AS IS," "WHERE IS," AND AN "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, UPTIME, RELIABILITY OR ACCURACY. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, ARE MADE THAT THIS WEBSITE AND CONTENT WILL BE VIRUS-FREE, MALWARE-FREE, OR FREE OF OTHER DISABLING CODE. PIKOLINOS DOES NOT PROMISE THAT THE WEBSITE OR THE CONTENT OF THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ANY DEFECTS WILL BE CORRECTED OR THAT YOUR USE OF THE WEBSITE WILL PROVIDE ANY SPECIFIC OUTCOME OR PARTICULAR RESULT.

The content OF THE Website does not constitute advice, ENDORSEMENT, or recommendation by Pikolinos OF ANY PARTICULAR PRODUCT OR SERVICE and is not intended to be relied upon by you in making (or refraining from making) OR OTHERWISE INFLUENCING any ACTIONS OR DECISIONS.

PIKOLINOS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS WILL HAVE NO LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN CONNECTION WITH YOUR USE OF THE WEBSITE. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST PIKOLINOS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, INFORMATION PROVIDERS OR SUPPLIERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON THE NEGLIGENCE OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE WEBSITE. PIKOLINOS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS WILL HAVE NO LIABILITY FOR ANY AND ALL DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE ARISING FROM YOUR USE OF THE WEBSITE, EVEN IF COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ASSUME COMPLETE RESPONSIBILITY FOR YOUR USE OF THE WEBSITE. PIKOLINOS DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE WEBSITE. YOUR SOLE REMEDY AGAINST PIKOLINOS FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT OF THE WEBSITE IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THIS LIMITATION OF YOUR RIGHTS AND REMEDIES IS AN INTEGRAL PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimers apply to all damages, liability, or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence, or any other cause of action.

Pikolinos intends, and you acknowledge and agree, that the above disclaimers are intended to be broadly construed to limit the liability of Pikolinos. Nevertheless, in the event that any of the above disclaimers are found to be unenforceable, then the remaining disclaimers will continue in force and effect and will be construed as broadly as possible to effectuate the intent of the parties, which is to limit Pikolinos's liability.

## **3. INDEMNIFICATION.**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PIKOLINOS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS AND SUPPLIERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT BY YOU, AND/OR ANY ACTION TAKEN BY YOU RELATED TO THE WEBSITE OR ITS CONTENT (INCLUDING, WITHOUT LIMITATION,

INFRINGEMENT, MISAPPROPRIATION OF INTELLECTUAL PROPERTY AND/OR PROPRIETARY RIGHTS AND NEGLIGENT OR WRONGFUL CONDUCT).

#### **4. ACCURACY OF INFORMATION.**

Pikolinos is not responsible for any Website content that is not accurate, complete, or current. The Website content 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.

All descriptions, images, references, features, contents, specifications, products and prices of products and services described or depicted on the Website are subject to change at any time without notice. Certain weights, measures, and other descriptions are approximate and are provided for convenience only. The inclusion of any products or services on the Website does not imply or warrant that these products or services will be available. It is your responsibility to determine and comply with all applicable laws, regulations, and ordinances applicable to any product or service offered by the Website or purchased from Pikolinos.

Pikolinos has no obligation to update, amend, or clarify the content of the Website, except as may be required by law.

#### **5. ORDERS AND BILLING AND LIMITED WARRANTY FOR PRODUCTS.**

By placing an order on the Website, you agree to accept and pay for the item(s) ordered. Items may be ordered from the Website for personal purposes only and not for resale or further commercial distribution.

Pikolinos may charge your credit card or other payment method immediately upon placing the order. The Company may request a pre-authorization for credit card or debit card purchases. Your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held.

You must provide complete, truthful, and accurate billing information. Pikolinos reserves the right to request additional information as may be necessary for Pikolinos to determine, in its sole and exclusive discretion, the completeness, truthfulness, and accuracy of any information provided by you.

Your purchase price will include the price of the product ordered plus any applicable sales tax. VAT or sales tax is based on the shipping address and the sales tax rate in effect at the time you purchase the product. Pikolinos makes no representations or warranties regarding the imposition of use tax in connection with any purchase made on the Website and will not be liable for any such use tax or for your failure to report and/or pay any such use tax. You are responsible for determining whether use tax may be due in your jurisdiction, and, if necessary, reporting and/or paying such use tax.

Most of products ordered from the Website ship within 3-6 business days via priority mail with a tracking number, unless otherwise stated on the product page. .

Pikolinos reserves the right to refuse or cancel any order for any reason or no reason, including but not limited to stock limitation, inaccuracies, errors in product or pricing information, or concerns about the completeness, truthfulness, and accuracy of any information provided by you. Pikolinos reserves the right to cancel any orders containing pricing errors, whether before or after your receipt of an order confirmation or shipping notice. Pikolinos reserves the right to limit or prohibit orders that, in Pikolinos' sole and exclusive discretion, appear to be placed by dealers, resellers, or distributors. If your order is canceled after your credit card or other payment method has been charged, Pikolinos will issue a credit or refund in the amount of the charge.

The warranty obligations of Pikolinos for goods sold by Pikolinos will in all respects conform and be limited to the warranty extended by the manufacturer of such goods, if transferable. The sole remedy available to you

with respect to defects in such goods will be against such manufacturer under any applicable manufacturer's warranty to the extent available to you. TO THE EXTENT THE MANUFACTURER WARRANTY IS NOT TRANSFERABLE TO YOU, PIKOLINOS MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE GOODS, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The legal guarantee under the provisions of the Codified Text of the General Law on the Protection of Consumers and Users is also applicable.

Additional terms, conditions, and obligations may apply to your purchase from Pikolinos, and may be set forth in a separate written agreement.

## **6. THIRD-PARTY PRODUCTS AND SERVICES.**

Pikolinos is not liable or responsible for the products and services of third parties and/or any person or entity not under the direct control and supervision of Pikolinos, including but not limited to Magento, Inc. Pikolinos has no control over the products manufactured by or services rendered by any such third parties, and makes no promises, representations or warranties whatsoever about any such products or services. Pikolinos is not responsible for or liable for any actions, errors or omissions of Magento, Inc.

## **7. FORUM AND DISCUSSION BOARD POLICY.**

Pikolinos's online discussion forum, "Pikolinos Around the World," is provided to share information and discuss topics relevant to our company and our products. All discussion content within the forum reflects the views of individual participants only and does not necessarily represent the views held by Pikolinos as an organization.

Please read carefully before participating and the following terms govern the discussion forums presented on our website. Your use of the discussion forum will constitute your agreement to comply with these terms of use:

- a. You agree not to use any obscene or offensive language to place on the discussion forum including any material that is profane, inaccurate, defamatory, false, inappropriate, threatening, hateful, constitutes junk mail, or unauthorized advertising, infringes on any person's privacy, violates copyright or trademark laws, encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise be in violation of any local, state, national, or international law or regulation. Pikolinos reserves the right to remove any such content at any time without your consent
- b. If you upload an image to the forum, you warrant that you have the right to distribute the image and agree that Pikolinos may use the Image for any lawful purpose. Furthermore, you grant to Pikolinos, its representatives, and employees a non-exclusive, royalty free, perpetual license to use, exploit, adapt, modify, reproduce, distribute, publically perform, and display without attribution, in any form now known or later developed, the Image throughout the world, by incorporating it or them into the Website.
- c. To maintain relevant content, Pikolinos reserves the right to remove messages we assess to be inappropriate or off topic and conduct editing we identify as reasonable. Although Pikolinos can delete messages, you remain solely responsible for the content of your messages, and you agree to indemnify and hold harmless Pikolinos with respect to any claims posted in your messages.
- d. You agree to the use of the forum only lawful purposes and those that serve to act as an

informational resource to you personally.

- e. It is your responsibility to exercise your judgment in evaluating or utilizing any information shared within the discussion forum. We encourage you to confirm the information shared in the discussion forum before undertaking any action on it.
- f. We do not assume any responsibility for any websites or resources that are linked to our site or that you browse as a result of a referral you gained through a link posted on the discussion forum.
- g. You may contact us at [info@pikolinos.com](mailto:info@pikolinos.com) to send us comments and/or criticisms regarding content posted and we welcome any feedback related to the content and administration of the discussion forum. However, we reserve the right to make final decisions on all content posted.

## **8. TAKEDOWN NOTICES.**

Pikolinos reserves the right to block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (ii) discontinue access to and use of the Website to individuals or entities believed by Pikolinos, in its sole and exclusive discretion, to be engaged in copyright infringement.

If you believe that material or content on or accessible through the Website infringes your, you must send a notice of copyright infringement to Pikolinos's designated agent:

Product Director

Pikolinos USA Corp.

6701 NW 7th Street, Suite 106

Miami, FL 33126

Phone: [18777454872](tel:18777454872)

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

Your notice must contain (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed; (ii) an identification of works or materials being infringed; (iii) an identification of the material that is claimed to be infringing, including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Pikolinos is capable of finding and verifying its existence; (iv) contact information about the person providing the notice, including address, telephone number and, if available, email address; (v) a statement that the person providing the notice has a good faith belief that the presence on the Website of the material identified as infringing is not authorized by the copyright owner, its agent, or the law; and (vi) a statement made under penalty of perjury that the information provided is accurate and the person providing the notice is authorized to make the complaint on behalf of the copyright owner.

## **9. TERM, TERMINATION, AND SURVIVAL.**

Although in principle the duration of this Site is indefinite, Pikolinos reserves the right to modify, suspend, or consider the provision of its services or contents terminated in whole or in part, at any time and without the need for any notice to the users. At the same time, the information, presentation and services offered on this Website may be subject by Pikolinos to periodic or one-off changes. Such changes may be freely made by Pikolinos without the need to notify the users.

These Terms will become effective and binding immediately upon your access or use of the Website and will continue in effect until Pikolinos terminates these Terms, which it may do at any time and for any reason or no reason and with no notice.

Even after these Terms are terminated at any time for any reason, all terms, conditions and obligations of the introduction preceding Section 1 and Sections 2, 3, 9, 10 and 11 will continue in full force and effect indefinitely.

#### **10. INTERPRETATION.**

These Terms are a contract entered into in the State of Florida. These Terms will be construed pursuant to the laws of the State of Florida without regard to conflicts of laws principles.

The headings herein do not define, limit, expand, or describe the scope or intent of any term or provision. If any term or provision of these Terms is held by a court of competent jurisdiction to be contrary to law or unenforceable, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and if no feasible interpretation will save such provision, it will be severed from these Terms, and the remaining Terms remain in full force and effect. The failure of Pikolinos to enforce any provision of these Terms will not be construed as a present or future waiver of such provision. No course of dealing, nor any conduct or custom, between any of the parties will be effective to amend, modify, or change any of the provision of these Terms.

Pikolinos may transfer, assign, or delegate these Terms, along with Pikolinos's rights and obligations herein, to any other party with no notice and without your consent. You may not transfer, assign, or delegate any of your obligations hereunder.

#### **11. APPLICABLE LAW AND JURISDICTION.**

Any disputes, actions, claims, or causes of action arising out of or in connection with these Terms or that relate to the subject matter hereof must be brought and heard in the state and federal courts located in and for the State of Florida. Both parties irrevocably consent to the jurisdiction of and venue in such courts, and waive all claims or defenses based on lack of personal jurisdiction, improper venue, *forum non conveniens* or the like with respect to any action brought in the state and federal courts located in and for the State of Florida.