

TERMS OF USE

The information contained on this website is for general information purposes and does not refer to the particular situation of an individual or a legal entity. It does not constitute any legal or fiscal advice. These contents cannot replace individual advice by experts in concrete individual cases.

No one should act on the basis of this information without appropriate professional advice and without thoroughly examining the relevant situation. We accept no responsibility for decisions taken by the user on the basis of the aforementioned information.

Despite taking every care when selecting the information published on this site, we accept no liability if it is not accurate, up-to-date and complete. Penalimited.com reserves the right to change, amend, delete or update the information, products or services published on this website at any time without special notification.

In particular, the information published on this website does not constitute a binding offer of contract on our part. Unless expressly stated, users cannot submit offers or place orders via this website.

All products and services (“service”) provided by penalimited.com (“penalimited.com”) are subject to this terms of use notice (“notice”). Service means, including but not limited to, any product, service, service event (defined as below), software, application and information provided under Penalimited.com.

You expressly acknowledge that you have read this notice and understand the rights, obligations, terms and conditions set forth herein. If you are a minor, you shall access the services only after your parents (or your guardian) read and understand the rights, obligations, terms and conditions contained in this notice.

By continuing to install, copy, surf, download, access, purchase, enter and/or otherwise use the service, you or your parents (or guardian) expressly consent to be bound by this notice, including updated version, and all applicable french laws and regulations.

I) Acknowledgement

1) You acknowledge that this service will operate only on those designated hardware and software platforms. you acknowledge that it is your responsibility to have the appropriate software, hardware and internet connection to operate the then-current version of service. penalimited.com, in sole discretion, may modify the service, terminate any events hold through this service (“Website Event”), or discontinue any service through service at any time without notice.

2) You acknowledge that some content of the service is provided by third parties, and you also acknowledge that this service may enable access to third parties’ services or websites. you agree to

enjoy such services or websites and access at your own discretion and such enjoyment shall be subject to the conditions and terms between you and such third parties, including but not limited to price of merchandise, order confirmation system, maximum order amount, product delivery and payment policy.

You also acknowledge and agree that penalimited.com will not be responsible for neither the agreement between you and such third parties nor any content provided by such third parties.

3) You acknowledge that nothing in this notice gives you a right to use any of penalimited.com's trademarks, service marks, product or service names, slogans, logos or images unless you have agreed otherwise in writing with penalimited.com.

4) You acknowledge that this notice may reference other guidelines, notices, agreements or other terms and conditions of Website Event provided by penalimited.com or any information contained in the service, and such reference shall constitute an integral part of this notice.

5) You acknowledge that penalimited.com reserves the right to modify this notice at any time, and each such modification shall be effective upon posting on the service. your continued use of the service following any such modification will be deemed you agree to be bound by and your acceptance of the modified notice. It is therefore important that you read and visit this service on a regular basis to ensure you are updated as to the applicable notice. If you do not agree to be bound by this notice and to abide by all applicable law, you must discontinue using the service immediately.

6) You agree that the electronic format is the sole manner of declaration of intention of this service or notice.

7) You acknowledge that this notice may reference in order to protect your privileges, you shall abide by the Internet application custom. you agree the following actions are strictly prohibited:

- a) Any attempt to interfere, invade, or destroy any system or resource on the Internet.
- b) Transmitting materials that are threatening, obscene, pornographic, or destroying the public order and customs.
- c) Spreading computer virus through the network of the service.
- d) Using any data mining, robots, or similar data gathering and/ or extraction tools. In the event that you use any software or tools above, you will be disqualified to participate in Website Event.

II) Intellectual Property Right

1) You acknowledge that you are solely responsible for the information upload, transmit, input or provide to this service by you, and none of such information represents the opinion of penalimited.com. For the avoidance of doubt, information includes without limitation to, information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Information").

2) When you uploaded, transmitted, inputted or provided the Information to this service, you grant penalimited.com, its affiliates and subsidiaries, a worldwide, non-exclusive, non-revocable, royalty-free, transferable, sub-licensable right to promote and distribute part or all of the Information in any

media formats with any manner, including without limitation to modify, reproduce, public broadcast, public transmission, adapt, distribute, publish, public release, or otherwise use the Information.

3) If you do not have authorization for the above right, please do not upload, transmit, input or provide Information to this service.

4) If you are accused of allegedly infringing any third party Intellectual Property Right, penalimited.com reserves the right to terminate and/or restrict your access to the service.

5) All title and intellectual property rights in and to any third party content that is contained in the service or may be accessed through the use of the service, is the property of the respective content owners and may be protected by applicable intellectual property related laws and treaties.

6) If you are aware of any actual or prospective infringement of any content of the service, or an infringement notification is required in accordance with applicable laws or regulations, please submit the notification to penalimited.com Legal Compliance Department with the contact information indicated in this notice, penalimited.com will proceed with the corresponding procedure in accordance with applicable laws.

7) Upon receipt of an infringement notification from a copyright holder or its agent, penalimited.com will remove, disable your access to or may take other actions to alleged infringing content or services in accordance with applicable laws.

If you believe that such content or services were not infringing, you may submit a counter notification to penalimited.com Legal Compliance Department with the contact information indicated in this notice, penalimited.com will proceed with the corresponding procedure in accordance with applicable laws.

III) Registration

To use all services provided in this service, you acknowledge and accept the followings:

1) You are required to provide true, accurate, current and complete information about yourself if prompted and requested by a registration process of penalimited.com Account. you may access and correct your personal information through this service at any time.

2) You shall comply with this notice and shall not be in violation of any applicable laws and regulations. penalimited.com reserves the right to verify the validity of your membership at any time during or after any Website Event, and reserves the right to disqualify you (even a Winner) from any Website Event including your prize qualification who constitutes any misconduct for tampering or suspicion of tampering with Website Event without any notice. Failure of penalimited.com to enforce any of its rights hereof does not constitute a waiver of those rights.

IV) Privacy Policy

Due to respect to personal information, penalimited.com is committed to protecting and respecting your privacy with penalimited.com Privacy Policy.

V) License and Restriction

1) Subject to the terms of this notice, penalimited.com hereby grants you a limited, personal, non-commercial, non-exclusive, non-sublicensable, non-assignable, free of charge license to access or enter the service and its services.

Except for rights granted expressly herein, you acknowledge that all other rights remain with penalimited.com. Any and all rights, including without limitation, in the service, are and shall remain the exclusive property of penalimited.com and/or its licensors.

Nothing in this notice intends to transfer any such rights, or to vest any such rights to you.

2) No Removal of notices: you agree that you will not remove, obscure, make illegible or alter any notices or indications of any rights and/or penalimited.com's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to any materials.

VI) E-Commerce

Any purchases of products and services/support packages provided by penalimited.com, shall be governed by the terms and conditions of the e-commerce store, please refer to penalimited.com sales agreements and relevant policies.

VII) Term and Termination

1) If for any reason this service is not capable of running as planned, including but not limited to force majeure, technical failures, unauthorized intervention, fraud or any other cause beyond the control of penalimited.com which corrupts or affects the administration, security, fairness, integrity or proper conduct of this service, penalimited.com reserves the right in its sole discretion to cancel, terminate, modify or suspend the service subject to any written directions from a relevant governmental authority.

2) This notice is effective until terminated by you or penalimited.com. your rights to use the service will be terminated automatically without notice if you fail to comply with the terms and conditions mentioned in this notice. In this regard, penalimited.com will not bear any responsibility to you. Upon termination of this notice, you shall immediately cease all use of the service and its copies, in whole or in part.

VIII) Warranty Disclaimer and Limitation of Liability

1) penalimited.com ensures that the computer system used in the service has the reasonable expected safety standard.

2) You acknowledge that the service is provided "as is". The entire risk as to the quality and performance of this service is with you, including but not limited to related cost of all necessary servicing and repair, to the extent permitted by law, penalimited.com makes no warranties, express or implied, with respect to this service or any other information or documentation provided under this notice or for this service, including but not limited to any warranty of merchantability or fitness for a particular purpose or against infringement, or any warranty arising out of usage or out of course of performance.

penalimited.com also makes no warranty as to the results that may be obtained from the use of this service or as to the accuracy or reliability of any information obtained through this service.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages; however by browsing the site you accept and understand that only the legislation in force in Serbia and therefore all exclusions and limitations of liability apply.

3) The entire risk arising out of the use and/or performance of this service remains with you. In no event shall penalimited.com, its licensors or any of their respective officers, directors, employees, agents or affiliates be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever (including, without limitation, damages for loss of profits, interruption, loss of information, or other pecuniary loss) arising out of or relating to this notice or the use of or inability to use the service or any part thereof, even if penalimited.com have been advised of the possibility of such damages.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages; however by browsing the site you accept and understand that only the legislation in force in Serbia and therefore all exclusions and limitations of liability apply.

4) penalimited.com shall not be responsible for any incorrect or inaccurate information, caused by the internet user or for any of the equipment or programming associated with or utilized in this service, or for any technical error, or any combination thereof that may occur in the course of the administration of this service including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, technical problems or traffic congestion on the internet or website, software failure, theft or destruction or unauthorized access to or alteration of entries and any injury or damage to your computer related to or resulting from participating in or downloading any materials in this service.

IX) Indemnity

You agree to defend, indemnify and hold harmless penalimited.com and its affiliates, service providers, syndicators, distributors, licensors, officers, directors and employees, from and against any and all losses, damages, liabilities, and expenses arising out of any claim or demand (including reasonable attorneys' fees and court costs), due to or in connection with your violation of this notice or any applicable law or regulation, or third-party right.