

TERMS AND CONDITIONS

Updated on the 16th of January 2025

OVERVIEW

This website is operated by Air 2 Liberté #NoSweatEurope. Throughout the site, the terms “we”, “us” and “our” refer to #NoSweatEurope and/or NoSweat® products. NoSweatEurope offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Hostinger Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 – ELECTRONIC COMMUNICATION

By using this website or communicating with us electronically, you agree and acknowledge that we may communicate with you electronically on our website or by sending you an email, and you agree that all agreements, notices, postings, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications be in writing.

SECTION 4 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site 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. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 5 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 6 - PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 7 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 8 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 9 – PROPRIETE INTELLECTUELLE

We or our licensees own and control all copyrights and other intellectual property rights on the website and the data, information, and other resources displayed or accessible on the website.

All rights reserved

Unless a specific content stipulates otherwise, no license or other rights are granted to you under copyrights, trademarks, patents, or other intellectual property rights. This means that you will not use, copy, reproduce, perform, display, distribute, integrate into an electronic medium, modify, reverse engineer, decompile, transfer, upload, transmit, monetize, sell, merchandise, or commercialize any of the resources of this website in any form without our prior written permission, except and only to the extent that it is expressly stated otherwise in mandatory legal provisions (such as the right to quote).

SECTION 10 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 11 – RESPONSIBLE USE

By visiting our website, you agree to use it solely for the purposes intended and authorized by these terms and conditions, by any additional agreements made with us, and by applicable laws and regulations, as well as by generally accepted online practices and industry guidelines. You must not use our website or services to use, publish, or distribute any content that consists of (or is linked to)

malicious software; use the data collected on our website for any direct marketing activities, or engage in any systematic or automated data collection activities on or in relation to our website.

It is strictly prohibited to engage in any activity that causes, or may cause, damage to the website or interferes with the performance, availability, or accessibility of the website.

SECTION 12 – SUBSCRIPTION

You may open an account on our website. During this process, you may be asked to choose a password. You are responsible for maintaining the confidentiality of your passwords and account information, and you agree not to share your passwords, account information, or secure access to our website or services with any other person. You must not allow anyone else to use your account to access the website, as you are responsible for all activities that occur through the use of your passwords or accounts. You must inform us immediately if you become aware of the disclosure of your password.

After the closure of your account, you will not attempt to open a new account without our permission.

SECTION 13 – REFUND AND RETURN POLICY

Please review our Returns and Refund Policy.

SECTION 14 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

Do not send any ideas, inventions, copyrighted works, or other information that could be considered your intellectual property that you wish to present to us, unless we have previously signed an agreement regarding intellectual property or a non-disclosure agreement. If you disclose it to us without such a written agreement, you grant us a global, irrevocable, non-exclusive, and royalty-free license to use, reproduce, store, adapt, publish, translate, and distribute your content on any existing or future medium.

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in

any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 15 – TERMINATION

We may, at our sole discretion, modify or suspend access to the website or any service on it, temporarily or permanently, at any time. You agree that we are not responsible to you or any third party for any modification, suspension, or interruption of your access to or use of the website or any content you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any content you contributed to or relied upon are permanently lost. You must not bypass or circumvent, or attempt to bypass or circumvent, any access restriction measures on our website.

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 16 – WARRANTIES AND LIABILITY

Nothing in this section will limit or exclude any implied warranty under the law that it would be illegal to limit or exclude. This website and all its content are provided "as is" and "as available" and may contain inaccuracies or typographical errors. We expressly disclaim any warranties, whether express or implied, regarding the availability, accuracy, or completeness of the content. We do not guarantee the following:

- That this website or our products or services will meet your needs;
- That this website will be available uninterrupted, timely, secure, or error-free;
- That the quality of any product or service purchased or obtained by you through this website will meet your expectations.

Nothing on this website constitutes or is intended to constitute legal, financial, or medical advice of any kind. If you need advice, you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability concerning any matter for which it would be illegal or unlawful for us to limit or exclude our liability. In no event will we be liable for any direct or indirect damages (including damages for loss of profits or revenues, loss or corruption of data, software, or databases, or loss or damage to property or data) suffered by you or any third party as a result of your access to or use of our website.

Unless otherwise expressly stated in any additional contract, our maximum liability to you for any damage arising from or related to the website or any product or service marketed or sold through the website, regardless of the form of legal action that imposes liability (whether contractual, equitable, negligence, willful conduct, tortious, or otherwise), will be limited to the total price you paid us to purchase those products or services or use the website. This limitation will apply globally to all of your claims, actions, and causes of action of any nature and type.

SECTION 17 – PERSONAL INFORMATION

To access our website and/or our services, you may be required to provide certain information about yourself as part of the registration process. You agree that all information you provide will always be accurate, correct, and up to date. We take your personal data seriously and are committed to protecting your privacy. We will not use your email address for unsolicited mail. The emails we send you are solely related to the provision of agreed products or services.

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

SECTION 18 – PROHIBITED USES

Access to the website from territories or countries where the content or the purchase of products or services sold on the website is illegal is prohibited. You may not use this website in violation of France's export laws and regulations.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 19 – AFFECTATION

You may not assign, transfer, or subcontract any of your rights and/or obligations under these terms and conditions, in whole or in part, to a third party without our prior written consent. Any purported assignment in violation of this section shall be null and void.

SECTION 20 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall #NoSweatEurope, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 21 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 22 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 23 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 24 – UPDATE OF TERMS AND SERVICES

We may update these terms and conditions from time to time. It is your responsibility to periodically check these terms and conditions to see if they have been modified or updated. The date indicated at the beginning of these terms and conditions is the most recent revision date. Any changes to these terms and conditions will take effect as soon as they are published on this website. Your continued use of this website after the publication of changes or updates will be deemed as notice of your acceptance to comply with and be bound by these terms and conditions.

SECTION 25 – CHOICE OF LAW AND JURISDICTION

These terms and conditions are governed by the laws of France. Any dispute related to these terms and conditions will be submitted to the jurisdiction of the courts in France. If any part or provision of these terms and conditions is deemed invalid and/or unenforceable by a court or other authority under applicable law, that part or provision will be modified, removed, and/or enforced to the fullest extent possible to give effect to the intent of these terms and conditions. The remaining provisions will not be affected.

SECTION 26 – CONTACTS INFORMATION

This website is owned and operated by Air 2 Liberté #NoSweatEurope. You can contact us regarding these terms and conditions by writing to us or sending an email to the following address: hello@nosweateurope.com

Air 2 Liberté #NoSweatEurope

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SECTION 27 – DOWNLOAD

You can also download our terms and conditions in PDF format.