

USER AGREEMENT

August 03, 2020

1. Terms and Definitions

1.1. "Online Store" shall mean the Seller's trading platform located on the Internet at [https://frenzyfrenzy.rocks/\(Frenzy.rocks\)](https://frenzyfrenzy.rocks/(Frenzy.rocks)), which contains a catalog of goods offered to the users for purchase with descriptions and prices, i.e. a virtual storefront and an interactive mechanism for placing orders for these goods.

1.2. "Website" shall mean a set of electronic data available for viewing on the Internet under the domain name [https://frenzyfrenzy.rocks/\(Frenzy.rocks\)](https://frenzyfrenzy.rocks/(Frenzy.rocks)).

1.3. "Website Administration" of the online store shall mean the employees authorized for managing the Website and acting on behalf of [https://frenzyfrenzy.rocks/\(Frenzy.rocks\)](https://frenzyfrenzy.rocks/(Frenzy.rocks)).

1.4. "Customer" shall mean a legally capable individual who places orders on the Website [https://frenzyfrenzy.rocks/\(Frenzy.rocks\)](https://frenzyfrenzy.rocks/(Frenzy.rocks)), or is designated as the recipient of the goods, or uses the goods purchased on the Website [https://frenzyfrenzy.rocks/\(Frenzy.rocks\)](https://frenzyfrenzy.rocks/(Frenzy.rocks)) solely for personal, family, household and other needs not related to any income generating activities.

1.5. "Goods" shall mean the objects of the material world that are presented for sale on the Website.

1.6. "Order" shall mean a duly executed Customer's request for purchase and delivery of the goods selected on the Website to the specified address.

1.7. "Customer's User Account" shall mean the Customer's personal account in the online store, to which funds are credited in case of refund or cancellation of the Order prepaid by the Customer. These funds are to be used as a prepayment for the Customer's subsequent Orders placed with the Seller or returned to the Customer in the same form the payment was made.

1.8. "Delivery Service" shall mean a third party that provides services for the delivery of the ordered Goods to Customers under the relevant agreement with the Seller.

2. General Provisions

2.1. The Website is registered and operated by <https://frenzyfrenzy.rocks/> (Frenzy.rocks), EDGESTER RESEARCH LTD (address: Lefkou Anastasiadi, 8, Strovolos, 2012, Nicosia, Cyprus Registration Number: HE 359918, db@edgester.info)

2.2. By ordering Goods through the online store, the Customer agrees to the below terms and conditions of this offer (hereinafter referred to as the "Offer").

2.3. This Offer, as well as Product information provided on this Website, shall be a public offer.

2.4. The Seller reserves the right to make changes to the terms and conditions of this Offer, and therefore, the Customer undertakes to monitor such changes independently.

2.5. The Customer agrees to the terms and conditions of this Offer by clicking the "Place an Order" button at the last stage of placing his/her order on the Website.

3. Placing and Period for Executing the Order

3.1. The Customer's Order can be placed as follows: It is placed by the Customer independently on the Website.

3.2. When placing his/her Order, the Customer shall provide the following information:

- Full name (surname, first name, patronymic);
- Email address;
- ID or passport number;
- Landline (mobile) phone number;
- Postal address;
- Payment information (credit / debit card number, bank account number, etc.)
- The user name (login) and password.

3.3. If the Customer has placed an Order for a product in the quantity that is not available at the Seller's warehouse, the Seller shall notify the Customer by sending an information message to that effect. The message is sent to the email address specified by the Customer during registration, or to the phone number specified by him/her when placing the Order.

3.4. All information materials provided on the Website shall be for reference only and cannot provide fully reliable information about the properties and characteristics of the Product, including its colors, sizes and shapes. If the Customer has any questions regarding the properties and characteristics of the Product, the Customer must contact the Seller before placing his/her Order.

3.5. If the ordered Goods are not available at the Seller's warehouse, including for reasons beyond the Seller's control, the Seller shall have the right to exclude the above-mentioned Items of Goods from the Customer's Order and notify the Customer to that effect by sending him/her an email to the address specified during registration or to the phone number specified when placing the Order.

4. Delivery

4.1. The applicable Delivery Methods are indicated on the Website.

4.2. The Seller will make every effort to comply with the delivery dates indicated on the Website, however, some delays in delivery are possible due to unforeseen circumstances that may have occurred through no fault of the Seller.

4.3. The risk of accidental loss of or accidental damage to the Goods shall pass to the Customer from the moment the ordered Goods are handed over to him or to the actual recipient of the Order and the documents confirming the proper delivery of the ordered Goods are signed. In case of non-delivery of the ordered Goods, the Seller shall reimburse the Customer for the cost of the prepaid Goods and prepaid delivery thereof upon receipt of the relevant confirmation of the loss of the ordered Goods from the delivery service involved.

4.4 The Delivery Cost shall be calculated for each Order individually, based on its weight, volume, region and delivery method, and sometimes depending upon the form of payment, not including import duties imposed by the Recipient's country.

4.5. Upon delivery, the ordered Goods shall be handed over to the Customer or to the person specified as the Recipient of the Order. If the ordered Goods to be paid in cash cannot be received by the above persons, the said Goods shall be handed over to the person who is ready to provide information about the Order (its shipment number and/or the Recipient's name) and to pay the full cost of the Order to the person performing the delivery of the ordered Goods.

4.6. In order to avoid fraud when delivering the prepaid Goods, the person delivering the Goods shall have the right to request a document that may be used to prove the Recipient's identity, as well as to specify the type and number of such identity document in the notice of delivery. The Seller guarantees confidentiality and protection of the Recipient's personal information.

4.7. Upon receipt of the ordered Goods, the Customer should check the package integrity as well as the appearance, quantity, completeness, and assortment of the Goods delivered.

4.8. The delivery terms fixed by the Seller for the Customer to receive the ordered Goods are indicative only and are specified when placing the Order at the stage of selecting the appropriate delivery method. The delivery time depends on the Delivery Service (carrier) chosen by the Customer.

5. Payment for the Goods

5.1. The price of the Goods is indicated on the Website. If the price of the Goods ordered by the Customer is incorrect, the Seller shall inform the Customer thereof as soon as possible so that the latter can choose between continuing at the correct price or cancelling the Order. If it is impossible to contact the Customer, this Order shall be considered cancelled. If the Order was prepaid, the Seller returns the amount paid for the Order to the Customer by reflecting it on the Customer's User Account or, at the Customer's request, returns the money in the same way that the Goods were initially paid for in advance.

5.2. The price of the ordered Goods may be changed by the Seller unilaterally. The price shall be indicated at the last stage of placing the Order and shall be valid at the time of clicking the "Confirm Order" button. However, the price of the Goods ordered by the Customer shall not be subject to change after clicking this button.

5.3. The payment methods are indicated on the Website in the "Payment" Section. The agreed payment method shall be deemed to be the method chosen by the Customer from the available payment methods when placing the Order.

5.4. With prepayment of the Goods, the Order shall be accepted for processing only after the Customer's funds are credited to the Seller's bank account.

5.5. Features of payment for the ordered Goods using bank cards.

5.5.1. Bank card transactions are authorized by the Bank. Should the bank have reason to believe that the transaction is fraudulent, it has the right to refuse to perform this operation.

5.5.2. In order to avoid cases of various types of unlawful use of bank cards when paying, all Orders placed on the Website and prepaid by a bank card shall be checked by the Seller. The Seller reserves the right to cancel the Order without giving a reason. The cost of the prepaid Order is refunded to the owner's bank card.

5.6. The Seller shall have the right to set discounts in order to promote a particular payment or delivery method. At the same time, the Seller can limit the terms and conditions of discounts for certain groups of the Goods offered for sale.

5.7. The cost of the Order does not include customs duties. The terms of payment and the amount of customs duties are determined by the customs legislation of the country where the Order shall be delivered to.

6. Return of the Goods

6.1. Return of the Goods of proper quality.

6.1.1. The Customer shall have the right to refuse the ordered Goods at any time before receiving it or within 14 days after receiving the Goods not counting the day of purchase. The return of a product of good quality is possible if its commercial appearance, consumer properties are preserved as well as a document confirming the fact and conditions of purchase of the specified Item of Goods is submitted.

6.1.2. The refund shall be made by transferring funds to the Buyer's bank account. Refunds are made only to the person who has paid for the Goods to be delivered.

6.1.3. The Buyer shall not have the right to refuse an Item of Goods of proper quality that has individually defined properties, if the specified Item can be used exclusively by the Buyer purchasing it.

6.1.4. In case of detection of any defects in the Goods, the Buyer can notify the Seller to that effect no later than 20 days after receipt of the Goods and payment therefor and demand a refund of the amounts paid for the Goods.

6.1.5. Any variation of design elements or variation of color tone from those stated in the description on the Website shall not be deemed to be a malfunction or defect of the Goods.

7. Intellectual Property

7.1. All text information and graphic images on the Website are the property of the Seller and / or its contractors.

8. Warranties and Liability

8.1. The Seller is not responsible for any damage caused to the Customer as a result of improper use of the Goods ordered on the Website.

8.2. The Seller is not responsible for the content and functioning of any external websites that are not directly related to the Seller.

8.3. The Seller may assign or otherwise transfer its rights and obligations arising from its relationship with the Customer to third parties.

8.4. The Customer undertakes not to use the ordered Goods for business purposes.

9. Confidentiality and Personal Information Protection

9.1. To purchase the Goods in the online store, the Customer provides the Seller with his/her personal data.

9.2. By submitting his/her personal data, the Customer agrees to their processing by the Seller, including for the purpose of promoting the Seller's products and services. Furthermore, the Customer gives his/her consent to receive newsletters and other information messages to the email address and SMS messages to his/her phone number.

9.2.1. If the Customer does not want his personal data to be processed, he/she must notify the Customer Service to that effect.

9.3. Use of information provided by the Customer and received by the Seller.

9.3.1. The Seller shall use the information provided:

- to register the Customer on the Website;
- to fulfill its obligations towards the Customer;
- to evaluate and analyze the Website's performance;

9.4. Disclosure of Information Received by the Seller.

9.4.1. The Seller undertakes not to disclose the information received from the Customer. It is not considered a violation for the Seller to provide information to its agents and third parties acting under an agreement with the Seller to fulfill obligations towards the Customer.

9.4.2. Disclosure of information in accordance with reasonable and applicable legal requirements shall not be considered a breach of obligations.

9.5. The Seller shall not be responsible for the information provided by the Customer on the Website in a publicly available form.

9.6. The Seller shall not be responsible for any losses that the Customer may incur, should his / her username and password become known to a third party.

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