

General Terms and Conditions

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Atlas Trading s.r.o. (IČO 55905633) ("**Company**", "**we**", "**us**", or "**our**"), concerning your access to and use of the elfbarmarket.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). We are registered in Slovakia and have our registered office at Horná ulica 442/3, 943 52 Mužla. Our VAT number is SK2122207989. You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

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USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

PRODUCTS

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Site. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

PURCHASES AND PAYMENT

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in Euros.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

The buyer can pay for the goods in one of the following ways:

1. Cash on delivery on receipt of the goods
- For cash on delivery there will be an additional charge which varies from country to country, please check when ordering
2. Payment by wire transfer to our bank account in Slovakia
3. Online payment by credit card provided by Global Payments Europe
- MasterCard, Visa, Maestro, Apple Pay, Google Pay credit cards can be used

We reserve the right to refuse any order placed through the Site. 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 payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

SHIPPING & WARRANTY CONDITIONS & RETURN POLICY

SHIPPING:

Please ensure that you provide an accurate and correct delivery address. Please also make sure that the telephone number you provide is correct.

We are not responsible for unsuccessful deliveries or lost parcels due to an incorrect delivery address. If a parcel could not be delivered and is returned to us due to an incorrect delivery address, the buyer is entitled to a refund of the product price excluding shipping costs. If the buyer wants the order to be sent again to a different address, the shipping costs must be paid again!

If you leave a message for the delivery person to leave your package at the door or at any unsecure place, we cannot take responsibility for lost or not received packages! Please try to arrange delivery in person or ask the company to leave your parcel at a Packstation or shop nearby. If your parcel is shown as delivered but you have not received it, please contact the shipping company and file a complaint as soon as possible.

If your parcel arrives damaged, please refuse to accept it and ask the courier to write a complaint report. This will help us recover the value of the lost products from the delivery company and give you a refund.

EXPRESS SHIPPING POLICY

For all international orders shipped via express services (e.g., DHL), the shipping fee is **non-refundable** in the event of an order cancellation. If an order is canceled after it has been shipped or if delivery is refused, the return shipping cost will also be deducted from the order total before any refund is processed.

This policy applies exclusively to express shipping services and does not affect orders shipped via standard shipping methods.

WARRANTY CONDITIONS & RETURN POLICY

We ask that each disposable item be tested upon receipt of the package.

Some products are not durable consumer goods (the Elf Bar electronic cigarette), which means they have a limited lifespan. Warranty claims must be submitted by email. You can only report a defective product at the time and place of delivery, or in the case of delivery by courier, you can send us the claim within 48 hours of receiving the goods. Disposable items are single-use products, these cannot be repaired or checked for use. Therefore, we can only offer operational warranty for these products 48 hours after accepting the package. In this case, the guarantee can only be claimed in the manner mentioned above. In case of a claim, the customer can choose between the following two options. In the first option, you can send the faulty product back to us and after we receive it, an inspection will be made. If the product is faulty, we will send you a new one free of charge, provided it is in stock. The second option does not require you to send the product back to us, but you will need to send us a video showing the problem with the product. If the product is faulty, we will send you a voucher for the value of the product, which you can use on your next order. The amount of puffs given in the product description is a rough estimate. The suction intensity may vary from person to person. According to the product description, one puff corresponds to 0.3-0.45 seconds of suction. Therefore, we do not accept any complaints regarding the capacity of the product. The battery consumes more energy during use when the temperature is below 15 degrees Celsius and should therefore be considered as a factor affecting the capacity of the product. If the lower LED flashes, this is a clear sign that the battery is naturally empty. For this reason, we do not accept complaints regarding the flashing of the LED. The defective electronic cigarette will be replaced depending on stock. If the electronic cigarette in question is not in stock, the purchase price can be used as a voucher. The costs of the return shipment are at the expense of the customer and can always be made by post in the original packaging. Loss of the package is the responsibility of the sender. The claim will be issued within 15 (fifteen) working days after filing the claim and returning the product. The above rights can only be exercised in the event of a failed delivery, not in the event of a fault caused by the consumer!

The warranty described above applies only to the product and does not cover damage caused by the product or other items. The defective electronic cigarette will be replaced as soon as possible. If the product is not in stock, the purchase price can be used as a voucher in our shop.

If you wish to return your order or some products, you have 14 days to do so. The cost of the return must be borne by the buyer. We can only take back unopened Elf Bar products for hygienic reasons.

AGE VERIFICATION POLICY FOR PRODUCT DELIVERY

The delivery company may request documentation both during the delivery process and in advance to ensure that you are of legal age and entitled to purchase our products. It's an essential procedure aimed at verifying that our goods are sold responsibly and in compliance with age-restriction laws.

ORDER CANCELLATION POLICY

We do not accept order cancellations with monetary refunds once an order has been placed and processed. In such cases, we may offer a voucher for the order value, which can be used on a future purchase in our shop.

SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and the Marketplace Offerings.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: https://elfbarmarket.com/shop_help.php?tab=privacy_policy. By using the Site or the Marketplace Offerings, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised the Site and the Marketplace Offerings are hosted in Slovakia. If you access the Site or the Marketplace Offerings from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Slovakia, then through your continued use of the Site, you are transferring your data to Slovakia, and you expressly consent to have your data transferred to and processed in Slovakia.

TERM AND TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE AND THE MARKETPLACE OFFERINGS (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE AND THE MARKETPLACE OFFERINGS OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Marketplace Offerings without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or the Marketplace Offerings.

We cannot guarantee the Site and the Marketplace Offerings will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site or the Marketplace Offerings at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or the Marketplace Offerings during any downtime or discontinuance of the Site or the Marketplace Offerings. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or the Marketplace Offerings or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These conditions are governed by and interpreted following the laws of Slovakia, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Atlas Trading s.r.o. and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Sturovo, which means that you may make a claim to defend your consumer protection rights in regards to these Conditions of Use in Slovakia, or in the EU country in which you reside.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Marketplace Offerings, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

Dispute resolution

The subject of out-of-court proceedings for cases of disputes, or the subject for receiving consumer complaints, is the Slovak Trade Inspection (SOI), <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>. The dispute can be resolved online. The Slovak Trade Inspection, with its registered office at Bajkalská 21/A, 827 99 Bratislava 27, is also a supervisory authority over the activities of our company.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

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