

Terms of Use

Last updated: August 26, 2019

These Terms of Use ("Terms", "Terms of Use") govern your relationship with the <http://www.matu-hiva.co.uk/> website (the "Service") operated by Matu Hiva LTD with company № BG201157113 ("us", "we", or "our").

Please read these Terms of Use carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, and without limitation to, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons, including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Matu Hiva LTD cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Matu Hiva LTD customer support team.

A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide Matu Hiva LTD with accurate and complete billing information, including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Matu Hiva LTD to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Matu Hiva LTD will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Fee Changes

Matu Hiva LTD, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Matu Hiva LTD will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Certain refund requests for Subscriptions may be considered by Matu Hiva LTD on a case-by-case basis and granted at the sole discretion of Matu Hiva LTD.

Accounts

When you create an account with us, you must provide us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Intellectual Property

The Service and its original content, features and functionality are, and will remain the exclusive property of Matu Hiva LTD and its licensors. The Service is protected by copyright, trademark, and other laws of both Bulgaria and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Matu Hiva LTD.

Links to other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Matu Hiva LTD.

Matu Hiva LTD has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. You further acknowledge and agree that Matu Hiva LTD shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused, by or in connection with the use of, or reliance on, any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will cease immediately. If you wish to terminate your account, you may simply discontinue using the Service.

Limitation of Liability

In no event shall Matu Hiva LTD, nor its directors, employees, partners, agents, suppliers or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation to, loss of profits, data, use, goodwill or other intangible losses, resulting from (i) your access to, use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damages, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Matu Hiva LTD, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Bulgaria, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us, regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us.

<http://www.matu-hiva.co.uk/contact.html>