

Terms and Conditions of AMBAYO

Introduction

These Terms govern

- the use of AMBAYO, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

Any other contract or agreement entered into between the Owner and the Sellers shall always prevail over the provisions of these Terms. Therefore, in such cases, these Terms shall apply only residually and in accordance with applicable provisions in such agreements or contracts.

Although the entire contractual relationship relating to these Products is entered into solely by the Owner and Users, Users acknowledge and agree that, where AMBAYO has been provided to them via the Apple App Store, Apple may enforce these Terms as a third-party beneficiary.

Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.

AMBAYO is provided by:

Ambayo Limited,
Suite 1404, Tung Wai Commercial Building
109-111 Gloucester Road
Wanchai, 999077 Hong Kong

Owner contact email: support@ambayo.com

Information about AMBAYO

AMBAYO is a global online marketplace that enables Users to purchase and sell digital goods and services.

The Sellers may use AMBAYO for presenting, offering for sale, and concluding contracts for physical goods, digital goods, and services. AMBAYO serves as a reference point that facilitates the communication between the Sellers and buyers, including supporting the formation of contractual agreements governing the purchase of physical goods, digital goods, and services. The Owner does not offer for sale or sell goods or render services through AMBAYO. Therefore, the Owner will not be liable for any direct, indirect, consequential or inconsequential loss or damage that results from the transactions between the Users and any agreements made between the Users as a result of their use of AMBAYO. In case there is a conflict between these Terms and the terms of any agreements between the Users, these Terms shall prevail.

For the purpose of these Terms, the capitalised terms will have the following meaning: "TERMS" means these terms and conditions governing the use of AMBAYO, including all documents incorporated by reference therein. "OWNER" means the owner and operator of AMBAYO, namely, Ambayo Limited. "USERS" means any individual user accessing or using AMBAYO, including, without limitation, the Sellers and the buyers of the Products. "SELLERS" means the Users offering the Products for sale through AMBAYO. "PRODUCTS" means physical products, digital products, and services offered for sale by the Sellers through AMBAYO. "SERVICE" means AMBAYO.

"AMBAYO" refers to

- this website, including its subdomains and any other website through which the Owner makes its Service available;
- applications for mobile, tablet and other smart device systems;
- the Service;
- any applications, sample and content files, source code, scripts, instruction sets or software included as part of the Service, as well as any related documentation;

The following documents are incorporated by reference into these Terms:

- AMBAYO Transaction Terms

What the User should know at a glance

- Minors may access AMBAYO and use its Service only under parental or adult supervision.
 - Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.
 - Usage of AMBAYO and the Service is age-restricted, as detailed in the relevant section of this document.
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How AMBAYO works

AMBAYO merely serves as a technical infrastructure or platform to allow Users to interact with each other. The Owner therefore is not directly involved in any such interactions between Users.

These Terms apply to the described usage of AMBAYO as a platform.

Unless otherwise stated, these Terms also apply to transactions between Buyers and Sellers. This does not imply the involvement of the Owner in such transactions.

By accepting the Terms, Users fully and unconditionally release and forever discharge the Owner, its officers, directors, employees and agents from any and all claims, demands and damages (actual or consequential, direct or indirect), whether now known or unknown, of every kind and nature relating to, arising out of or in any way connected with:

- disputes between Users, or any other person or entity,
- the Products' use, including, without limitation, any and all claims that such use violates any of Seller's intellectual property rights, copyrights, rights of publicity or privacy, "moral rights," or rights of attribution and integrity, or
- Users' activity on AMBAYO, including, but not limited to, Users' legal capacity, ability to complete a transaction, or pay the associated costs. User acknowledges and agrees that the Owner has no control over, and shall have no liability for any damages resulting from, the use or misuse by any other person or entity of any Products.

If the Owner becomes aware of any Products that allegedly may not conform to the Terms, the Owner may investigate the allegation and determine in its sole discretion whether to take action in accordance with the Terms. The Owner has no liability or responsibility to Users for performance or nonperformance of such activities. The Owner has the absolute right to remove and/or delete without notice any Products within its control that it deems objectionable. Users consent to such removal and/or deletion and waive any claim against the Owner for such removal and/or deletion. The Owner is not responsible or liable for failure to store posted content or other materials Users may transmit through AMBAYO. Users shall take measures to preserve copies of any data, material, content or information such as User posts on AMBAYO. Any identity verification methods the Owner employs is strictly on a best efforts basis and shall not be relied upon by Users.

Buyers must read the information provided by Sellers about the terms of sale, characteristics, and technical specifications of the Product carefully. Sellers offering their Products via AMBAYO are responsible for the quality and safety of the offered Products. The Owner does not control, monitor, moderate or inspect any Products offered by Sellers via AMBAYO. This means that, unless provided otherwise in mandatory law, the Owner does not bear any responsibility in connection with such Products, including but not limited to their quality, safety, accuracy, or the Sellers' ability to provide them.

Likewise, the Owner does not control, monitor, moderate or inspect Buyers using AMBAYO. Therefore, the Owner does not bear any responsibility in connection with such Buyers' activity on AMBAYO, including but not limited to their legal capacity or ability to complete a transaction and pay the associated costs.

Who sells on AMBAYO

Products on AMBAYO may be offered by third parties who may or may not qualify as Business Users, as highlighted on the relevant product page and/or during the purchasing process. Where the third party offering the Product is not a Business User, consumer rights stemming from European consumer protection provisions do not apply to the contract.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using AMBAYO.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using AMBAYO, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;

- Users must be older than 16;
- Minors may only use AMBAYO under parental or adult supervision;
- Users aren't located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist-supporting" country;
- Users aren't listed on any U.S. government list of prohibited or restricted parties;

Account registration

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner.

Failure to do so will cause unavailability of the Service.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by AMBAYO.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

Conditions for account registration

Registration of User accounts on AMBAYO is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted.
- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account may not be shared with other persons.

Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By using the tools provided for account termination on AMBAYO.
- By directly contacting the Owner at the contact details provided in this document.

Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts that it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

Content on AMBAYO

Unless where otherwise specified or clearly recognizable, all content available on AMBAYO is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on AMBAYO infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on AMBAYO - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on AMBAYO, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on AMBAYO, the User may download, copy and/or share some content available through AMBAYO for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Content provided by Users

The Owner allows Users to upload, share or provide their own content to AMBAYO.

By providing content to AMBAYO, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

Rights regarding content provided by Users

Users acknowledge and accept that by providing their own content on AMBAYO they grant the Owner a non-exclusive, fully paid-up and royalty-free license to process such content solely for the operation and maintenance of AMBAYO as contractually required.

To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to AMBAYO.

Users acknowledge, accept and confirm that all content they provide through AMBAYO is provided subject to the same general conditions set forth for content on AMBAYO.

Liability for provided content

Users are solely liable for any content they upload, post, share, or provide through AMBAYO. Users acknowledge and accept that **the Owner does not filter or moderate such content**.

However, the Owner reserves the right to remove, delete or block such content at its own discretion and, without prior notice, to deny the uploading User access to AMBAYO:

- upon becoming aware of any (alleged) violation of these Terms, any third-party rights, or applicable law, based on such content;
- if a notice of infringement of intellectual property rights is received;
- if a notice of violation of a third party's privacy, including their intimate privacy, is received;
- upon order of a public authority; or
- where the Owner is made aware that the content, while being accessible via AMBAYO, may represent a risk for Users, third parties and/or the availability of the Service.

The removal, deletion or blocking of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement.

Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through AMBAYO.

Access to external resources

Through AMBAYO Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

In particular, on AMBAYO Users may see advertisements provided by third parties. The Owner does not control or moderate the advertisements displayed via AMBAYO. If Users click on any such advertisement, they will be interacting with any third party responsible for that advertisement.

The Owner is not responsible for any matters resulting from such interaction with third parties, such as anything resulting from visiting third-party websites or using third-party content.

Acceptable use

AMBAYO and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of AMBAYO and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including denying Users access to AMBAYO or the Service, terminating contracts, reporting any misconduct performed through AMBAYO or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users are suspected to be in violation of any laws, regulations, third-party rights and/or these Terms, including, but not limited to, by engaging in any of the following activities:**

Conduct restrictions

- pretending to fulfill any possible condition or requirements for accessing AMBAYO and/or using the Services, such as for instance being adult according to law or qualifying as a Consumer;
- concealing their identity or stealing someone else's identity or pretend to be or represent a third-party, if not allowed to do so by such third-party;
- manipulating identifiers to disguise or otherwise conceal the origin of their messages or of the content posted;
- defaming, abusing, harassing, using threatening practices, threatening or violating the legal rights of others in any other way;
- promoting activity that may endanger the User's life or the life of any other User or lead to physical harm. This includes but is not limited to suicide threats or instigations, intentional physical trauma, the use of illegal drugs, or excessive drinking. Under no circumstance is any User allowed to post any content promoting and/or encouraging and/or showing any self-destructive or violent behavior on AMBAYO;
- probing, scanning or testing the vulnerability of AMBAYO, including the services or any network connected to the website, nor breaching the security or authentication measures on AMBAYO, including the services or any network connected to AMBAYO;
- installing, embedding, uploading or otherwise incorporating any malware into or via AMBAYO;
- using AMBAYO or the technical infrastructure in an abusive, excessive or otherwise inappropriate way (for example: for spamming purposes);
- attempting to disrupt or tamper with the technical infrastructure in a manner that harms or places an undue burden on AMBAYO or the Service;
- pretending to purchase any Products offered via AMBAYO without any real intent to do so;
- failing to pay for Products purchased;
- offering Products via AMBAYO that cannot legally be sold or that are currently not available for sale (e.g. not in stock);
- manipulating the price of Products offered or failing to deliver Products sold;
- instigating other Users to complete a transaction started on AMBAYO outside of AMBAYO in order to save any applicable service fees;

Excessive use of the Service

- using a resource of AMBAYO excessively in relation to other Users of AMBAYO – in such cases, the Owner, at its sole discretion, additionally reserves the right to suspend the User's account or limit the related activity until the User reduces the excessive consumption;

Scraping

- adopting any automated process to extract, harvest or scrape information, data and/or content from AMBAYO and all the digital properties thereto related unless where explicitly allowed to do so by the Owner;

Content restrictions

- disseminating or publishing content that is unlawful, obscene, illegitimate, libelous or inappropriate;
- publishing any content that promotes, either directly or indirectly, hate, racism, discrimination, pornography, violence;
- disseminating or publishing any content that is false or may create unjustified alarm;
- using AMBAYO to publish, disseminate or otherwise provide content protected by intellectual property laws, including but not limited to patent, trademark or copyright law, unlawfully and without the legitimate right-holder's consent;
- using AMBAYO to publish, disseminate or otherwise make available any other content which infringes on any third-party rights, including but not limited to state, military, trade or professional secrets and personal data;
- publishing any content or carrying out any activity that disrupts, interrupts, harms, or otherwise violates the integrity of AMBAYO or another User's experience or devices. Such activities include: spamming, distributing unauthorized advertisements, phishing, defrauding others, spreading malware or viruses etc.;

- publishing or otherwise disseminating false, inaccurate, misleading, defamatory, or libellous content regarding any Products offered via AMBAYO;

User protection

- misappropriating any account in use by another User;
- harvesting or collecting any personally identifying information of other Users including but not limited to their email addresses or contact information, by circumventing the privacy setting of other Users' accounts on AMBAYO or by any other means;
- using any information relating to other Users, including personal or contact data, for purposes other than those AMBAYO is intended for;

Commercial use restrictions

- registering or using AMBAYO in order to promote, sell or advertise products or services of any kind in any way;
- indicating or trying to imply in any manner, that a User stands in a qualified relationship with AMBAYO or that AMBAYO has endorsed the User, the User's products or services or any third party's products and services for any purpose;

TERMS AND CONDITIONS OF SALE

Paid Products

Some of the Products provided on AMBAYO, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of AMBAYO.

To purchase Products, the User must register or log into AMBAYO.

Product description

Prices, descriptions or availability of Products are outlined in the respective sections of AMBAYO and are subject to change without notice.

While Products on AMBAYO are presented with the greatest accuracy technically possible, representation on AMBAYO through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

Order submission

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on AMBAYO are displayed:

- including all applicable fees, taxes and costs.

Methods of payment

Information related to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of AMBAYO.

All payments are independently processed through third-party services. Therefore, AMBAYO does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. The User may read the privacy policy of AMBAYO to learn more about the data processing and Users' rights regarding their data.

If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfill the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

Retention of Product ownership

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property.

Retention of usage rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

Delivery

Delivery of digital content

Unless otherwise stated, digital content purchased on AMBAYO is delivered via download on the device(s) chosen by Users.

Users acknowledge and accept that in order to download and/or use the Product, the intended device(s) and its respective software (including operating systems) must be legal, commonly used, up-to-date, and consistent with current market-standards.

Users acknowledge and accept that the ability to download the purchased Product may be limited in time and space.

Performance of services

The purchased service shall be performed or made available within the timeframe specified on AMBAYO or as communicated before the order submission.

Provision of personal data

To access or receive some of the Products provided via AMBAYO as part of the Service, Users may be required to provide their personal data as indicated on AMBAYO.

User rights

Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

The right of withdrawal does not apply to contracts that have been entered into with the Owner. It may, however, apply to contracts entered into with Sellers. If applicable, the right to withdraw from contracts entered into with Sellers via AMBAYO is subject to the conditions and specifications made available by each Seller on AMBAYO.

UK User rights

Right to cancel

Unless exceptions apply, Users who are Consumers in the United Kingdom have a legal right of cancellation under UK law and may be eligible to withdraw from contracts made online (distance contracts) within the period specified below (generally 14 days), for any reason and without justification.

Users that do not qualify as Consumers, cannot benefit from the rights described in this section. Users can learn more about the cancellation conditions within this section.

Exercising the right to cancel

To exercise their right to cancel, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the cancellation period expires.

When does the cancellation period expire?

- **Regarding the purchase of goods**, the cancellation period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – takes physical possession of the goods.
- **Regarding the purchase of several goods ordered together** but delivered separately or in case of purchase of a single good consisting of multiple lots or pieces delivered separately, the cancellation period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – acquires physical possession of the last good, lot or piece.

Effects of cancellation

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User’s decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

...on the purchase of physical goods

Unless the Owner has offered to collect the goods, Users shall send back the goods or hand them over to the Owner, or to a person authorized by the latter to receive the goods, without undue delay and in any event within 14 days from the day on which they communicated their decision to withdraw from the contract.

The deadline is met if the goods are handed to the carrier, or otherwise returned as indicated above, before the expiration of the 14-days-period for returning the goods. The reimbursement may be withheld until reception of the goods, or until Users have supplied evidence of having returned the goods, whichever is the earliest.

Users shall only be liable for any diminished value of the goods resulting from the handling of the goods outside of that which is necessary to establish their nature, characteristics and functioning.

The costs of returning the goods are borne by the User.

Brazilian User rights

Right of regret

Unless an applicable exception is stated below, Users who are Consumers in Brazil have a legal right of regret under Brazilian law. This means that the Consumer has the right to withdraw from contracts made online (distance contracts or any contract signed away from business premises) within seven (7) days of the date the contract was entered into or the receipt of the product or service, for any reason and without justification. Users that do not qualify as Consumers, cannot benefit from the rights described in this section. The right of regret may be exercised by the Consumer via contact channels listed at the beginning of this document and in accordance with the guidelines in this section.

The right of regret does not apply to contracts that have been entered into with the Owner. It may, however, apply to contracts entered into with Sellers. If applicable, the right to withdraw from contracts entered into with Sellers via AMBAYO is subject to the conditions and specifications made available by each Seller on AMBAYO.

Guarantees

Legal guarantee of conformity for Digital Products under EU law

Under EU law, for a minimum period of 2 years from delivery or, in case of Digital Products supplied continuously for more than 2 years for the entire supply period, traders guarantee conformity of the Digital Products they provide to Consumers.

Where Users qualify as European Consumers, the legal guarantee of conformity applies to the Digital Products available on AMBAYO in accordance with the laws of the country of their habitual residence.

National laws of such country may grant Users broader rights.

Forfeiture of conformity claims with regard to Digital Products

Where the Owner provides one or more updates to the Digital Product purchased, the User is required to install and/or implement all such updates according to the instructions provided by the Owner whenever informed to do so. Failure to install or apply any such updates may result in forfeiture of conformity claims with respect to the Digital Product.

Conformity to contract for Consumers in the United Kingdom

Users in the United Kingdom qualifying as Consumers have a right to receive goods that are in conformity with the contract.

Legal guarantee of conformity for goods for Consumers in Brazil

The legal guarantee applicable to goods sold by AMBAYO (both physical and digital) complies with the following terms, according to the Consumer Protection Code:

- non-durable goods shall have a thirty-day (30 day) guarantee; and
- durable goods shall have a ninety-day (90 day) guarantee.

The warranty period starts from the date of goods delivery.

The warranty is not applicable in cases of misuse, natural events or if it has been subjected to any maintenance other than that provided by AMBAYO.

The warranty may be claimed through the contact channels provided by AMBAYO. The Owner shall bear the costs of shipping the goods for technical assessment, if necessary.

The Owner, at its own discretion, may also offer a contractual warranty in addition to the legal warranty. The regulations applicable to contractual warranties can be found in the specifications provided by AMBAYO. If no such information is provided, only the statutory provisions shall apply.

Legal guarantee of conformity for services for Consumers in Brazil

The legal guarantee applicable to services sold by AMBAYO complies with the following terms, according to the Consumer Protection Code:

- non-durable services shall have a thirty-day (30 day) guarantee; and
- durable services shall have a ninety-day (90 day) guarantee.

The warranty period starts from the end of the performance of services.

The warranty is not applicable in cases of service misuse, natural events or if it has been subjected to any maintenance other than that provided by AMBAYO.

The warranty may be claimed through the contact channels provided by AMBAYO. If applicable, the Owner shall bear the costs of shipping any goods for technical assessment. The Owner, at its own discretion, may also offer a contractual warranty in addition to the legal warranty.

The regulations applicable to contractual warranties can be found in the specifications provided by AMBAYO. If no such information is provided, only the statutory provisions shall apply.

Liability and indemnification

Unless otherwise explicitly stated or agreed with Users, the Owner's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

Indemnification

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

The above also applies to any claims exercised by third parties (including but not limited to the Owner's clients or customers) against the Owner related to Digital Products provided by the User such as, for instance, conformity claims.

Limitation of liability for User activities on AMBAYO

Users acknowledge and accept that the Owner merely provides Users with the technical infrastructure and features incorporated in AMBAYO.

The Owner does not intermediate, moderate, promote or intervene in interactions, agreements or transactions between Users and therefore bears no liability for any such interactions among Users, including the performance of any Users' obligations, except as required by applicable law.

Users, in particular, acknowledge and accept that the Owner is not involved in sales and purchases by Users qualifying respectively as Sellers or Buyers over AMBAYO.

This means that purchase contracts are solely entered into and performed by such Sellers and Buyers.

Limitation of liability

Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).

This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as AMBAYO has been appropriately and correctly used by the User.

Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.

Australian Users

Limitation of liability

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar state and territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

US Users

Disclaimer of Warranties

AMBAYO is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk and Users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party.

In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;
- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's willfull misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw personal data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of AMBAYO and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

Privacy policy

To learn more about the use of their personal data, Users may refer to the privacy policy of AMBAYO.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to AMBAYO are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with AMBAYO are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of AMBAYO must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Prevalence of national law

However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

Exception for Consumers in Switzerland

If the User qualifies as a Consumer in Switzerland, Swiss law will apply.

Exception for Consumers in Brazil

If the User qualifies as a Consumer in Brazil and the product and/or service is commercialized in Brazil, Brazilian law will apply.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Exception for Consumers in Europe

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

Exception for Consumers in Brazil

The above does not apply to Users in Brazil that qualify as Consumers.

Accessibility

The Owner is committed to making the content accessible to Users with disabilities. If Users have a disability and are unable to access any portion of AMBAYO due to their disability, they should give a notice including a detailed description of the issue encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques, the Owner commits to promptly address it.

Dispute resolution

Amicable dispute resolution

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of AMBAYO or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint including a brief description and if applicable, the details of the related order, purchase, or account, to the Owner's email address specified in this document.

The Owner will process the complaint without undue delay and within 14 days of receiving it.

Online dispute resolution for Consumers

The European Commission's Online Dispute Resolution (ODR) platform, previously available for alternative dispute resolutions that facilitated an out-of-court method for solving disputes related to and stemming from online sale and service contracts, has been officially discontinued as of 20 July 2025, following the adoption of [EU Regulation 2024/3228](#).

Although the platform is no longer available, Users are encouraged to reach out directly to the Owner to resolve any concerns or issues. Users are kindly asked to contact the Owner at the contact details provided in this document.

Definitions and legal references

AMBAYO (or this Application)

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

Brazilian (or Brazil)

Applies where a User, regardless of nationality, is in Brazil.

Business User

Any User that does not qualify as a Consumer.

Buyer

Indicates any User who buys goods or services from Sellers through AMBAYO, regardless of whether or not the actual transaction takes place through AMBAYO.

Digital Product

Is a Product that consists of:

- content produced and supplied in digital form; and/or
- a service that allows for the creation, processing, storing or accessing data in a digital form or the sharing or any other form of interaction with digital data uploaded or created by the User or any other user of AMBAYO.

European (or Europe)

Applies where a User, regardless of nationality, is in the EU.

Owner (or We)

Indicates the natural person(s) or legal entity that provides AMBAYO and/or the Service to Users.

Product

A good or service available through AMBAYO, such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

Seller

Indicates any User who sells goods or services to Buyers through AMBAYO, regardless of whether or not the actual transaction takes place through AMBAYO.

Service

The service provided by AMBAYO as described in these Terms and on AMBAYO.

Terms

All provisions applicable to the use of AMBAYO and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

United Kingdom (or UK)

Applies where a User, regardless of nationality, is in the United Kingdom.

User (or You)

Indicates any natural person or legal entity using AMBAYO.

Consumer

Consumer is any User qualifying as such under applicable law.

Latest update: August 06, 2025