

TERMS OF SERVICE

Last updated: 29 August 2024

The following terms and conditions govern all use of the www.lolcashflow.com website and all content and services at or through the website ("**Website**"). Please, read these Terms of Service ("**Terms**") carefully before accessing or using the Website.

These Terms, Privacy Policy, and all policies posted on the Website constitute the entire agreement between the User and LOLCASHFLOW with respect to access to and use of the Website.

INTRODUCTION

1. By accessing or using the Website and Services, you hereby agree to accept the terms and conditions set forth in these Terms of Service as a User, and to be bound and abide by these terms and conditions. If you do not want to accept all of the terms and conditions, please do not use the Website and Services.
2. To form and enter into the binding contract ("**Agreement**", "**Terms of Service**", "**Terms**") created by these terms, you must be of legal age or have necessary consents and approvals of your parents or legal guardians. What is more, you may not be prohibited from using the Website under applicable laws of your resident country or country from which you use the Website.
3. LOLCASHFLOW may verify the age and nationality of the Registered User as part of the verification process, and may require the Registered User to provide additional identification information, including, without limitation, a copy of a valid driver's license or other form of government issued identification.
4. These Terms of Service apply to all users of the Services (including guests, vendors, customers, merchants, or contributors of content), information and other materials or services.

GENERAL

These Terms of Service, the Privacy Policy, and all policies and guidelines posted on the Website set out the terms and conditions that apply to your access and use of the Website including any content, services, functionality, applications, products and tool available therein ("**Services**"). This agreement is entered into between you as the user of our Services ("**User**") and Olympos, s.r.o, a private limited liability company existing under the laws of the Slovak Republic, identification number 53 346 661, contact email support@lolcashflow.com, having its registered seat at Ulica Š. Moyzesa 435/8 Street, Prievidza 971 01, the Slovak Republic ("**LOLCASHFLOW**", "**we**", "**us**", "**our**"). It also contains provisions that govern how disputes between you and LOLCASHFLOW are resolved. LOLCASHFLOW is a marketplace that allows users to offer, sell and buy products through the website www.lolcashflow.com ("**Website**"), and acts as a commercial agent of Sellers. By agreeing and accepting these Terms of Service Sellers authorize LOLCASHFLOW on behalf of Sellers to conclude contracts for sale with Buyers. Therefore, you agree that the Website is a medium and, thus, is not responsible or liable for any content (such as data, text, information, usernames, graphics, images,

photographs, profiles, audio, video, items, and links) posted by you, other users, or third parties on the Website.

CHANGES TO THE TERMS OF SERVICE

1. We may update and amend these Terms or Website's policies at any time by posting the amended and revised Terms or policy on the Website and your Account (we will notify you within at least 14 calendar days).
2. Your continued use of the Website following the amended Terms means that you accept and agree with such changes.

DEFINITIONS AND EXPLANATIONS

1. **"Account"** is an account established by LOLCASHFLOW for each Registered User on the Website in order to access or use the Services.
2. **"Buyer"** is a purchaser, i.e. a User who accesses and uses the Website for the purpose to buy the goods offered by Sellers on the Site.
3. **"LOLCASHFLOW Content"** means information, text, images, video clips, directories, files, databases or offers available on or through the Website.
4. **"Password"** is a password assigned to a Registered User for log-in access to the Account on the Website.
5. **"Privacy Policy"** means the policy published by LOLCASHFLOW on the Website governing the protection and processing of Personal Information.
6. **"Registered User"** is each User who has filled out a registration form on the Website by giving User information (such as name, address, telephone number, fax number, email address, etc.) to register and open the Account with LOLCASHFLOW.
7. **"Seller"** is a seller, i.e. a User who accesses and uses the Website for the purpose to sell the goods to Buyers through the Website.
8. **"Services"** means the features, digital items, services provided or made available by LOLCASHFLOW through or on the Website.
9. **"Third-Party Content"** is a content displayed on the Website that is provided or posted by third parties.
10. **"Third Party Rights"** mean copyrights, trademarks, registered designs, names, trade secrets, patents, logos and other personal or proprietary rights of third parties that affect or relate to material or information displayed and offered on the Website.
11. **"Transaction Risks"** are the risks assumed by Users when using the Website or conducting transactions via the Website (these include misrepresentation of products and services, defective or dangerous or unlawful products, frauds and breaches, unsatisfactory quality, failure to meet specifications, delay or default in delivery or payment, cost miscalculations, violation to/from third parties, harms or injuries resulted of purchase and sale transactions, etc.)
12. **"User"** is any person who accesses the Website for whatever purpose.

WEBSITE USES

You may use the Services only in accordance with these Terms and for lawful purposes. Each User accepts and agrees that it shall not copy, reproduce or download any OLYMPOS or LOLCASHFLOW Content. Therefore, Users agree not to access or use the Services for any purpose that is illegal or not expressly permitted in these Terms is prohibited. LOLCASHFLOW and the User are independent contractors, and no agency, partnership, joint venture, or any other type of relationship is intended by these Terms.

- 1. Essentials** – In order to have access to the Website and use the Services, you shall create your own Account, Password, and provide your Personal Information. Therefore, you shall read the Website's Privacy Policy, which governs the protection and use of each User's information. Each User hereby accepts the Privacy Policy and any updates and amendments thereto.
- 2. Posting** – To post information on the Website, you can use the edit tools provided. Each User confirms, represents and warrants that any information submitted is true, accurate, current and complete. Messages or information sent by User through LOLCASHFLOW's platform or to addresses acquired from information obtained from the Website (including emails, faxes, letters to addressees, or instant messages) shall not contain fraudulent information or offers of items, infringement or violation of any Third Party Rights, any applicable law or regulation, promotion of illegal activities, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, any material that constitutes unauthorized advertising or harassment, any computer viruses, Trojan horses, worms or other destructive devices and codes.
- 3. User's obligations and acknowledgments** – Each User agrees and acknowledges that it shall not to be part of a scheme to defraud other Users of the Website or for any other unlawful purpose, violate, defamatory, obscene, deceitful and deceptive, and shall not to link directly or indirectly to or include descriptions of goods or services that are prohibited under these Terms. By using the Website, User also undertakes, represents and warrants that LOLCASHFLOW has granted a royalty-free, nonexclusive, perpetual, irrevocable and fully sub-licensable right to display, copy, modify and use all information provided by such User in compliance with these Terms and Privacy Policy. LOLCASHFLOW has the right to monitor, edit or remove any material displayed on the Website as well as to terminate the access or part of the Services for any reason, including any violation to these Terms, or others deemed inappropriate.
- 4. Registered Users** – If you choose to become a Registered User, you agree with our Privacy Policy as well as to the inclusion of your Personal Information in our database. By creating an Account, you also authorize OLYMPOS to share such information with other Users in accordance with the purposes set forth in these Terms and to receive electronic communications (including promotional communications, which you may opt out at any time). As a Registered User, you solely control your email address, password or other information provided for the purpose of the Website use, and do not act on behalf of any third party as well as do not use the Website for any illegal activity. Furthermore, a Registered User may not sell, attempt to sell, offer to sell, give or otherwise transfer an Account, User Name or Password to a third party without the prior written consent of LOLCASHFLOW.
- 5. Notice to Users** – All communications, notices or demands to Users shall be effective if either delivered personally, uploaded to Users' Account, sent by courier, certified mail, facsimile, email, or posted on an area of the Website that is publicly available.

TERMINATION

1. LOLCASHFLOW may suspend or terminate a Registered User's Account at any time if there is any breach of the provisions of these Terms, or it has reasonable arguments to suspect that information provided is untrue, inaccurate or incomplete, or for any other reason in LOLCASHFLOW reasonable discretion.
2. We may also terminate, cancel, modify or restrict the Account or Services, with or without notice to you, if we assume that you have failed to comply with any of these Terms or have used our Services improperly.
3. We may have the right to withdraw from offering and giving support to the Services at any time for any reason at our sole discretion.
4. We reserve the right to terminate any Account that has been inactive for 180 calendar days or more, with or without notice to you. What is more, we are not required to provide you with any refunds, compensation, or benefit for suspended or terminated Services or Accounts.
5. LOLCASHFLOW may terminate the Accounts of Users who infringe the rights of third parties, whose conduct is injurious to the interests of the Website, Services and subsidiaries or other Users.
6. You may choose to discontinue your Account for any reason and at any time. In this case you shall request LOLCASHFLOW that you wish to close your Account (you may no longer have access to information previously associated with your Account).

THIRD PARTY RIGHTS

1. All Users consent, represent and warrant that they have obtained all necessary third party copyright, trademark, trade secret or patent licenses and permissions for any material or information they post on the Website or provide and authorize LOLCASHFLOW to display.
2. Each User hereby agrees, represents and warrants that it shall be solely responsible for ensuring that any material or information it posts on the Website does not violate any Third Party Rights, or is posted with the permission of the owner of such rights.
3. Each User hereby agrees, represents and warrants that it has the right to offer, sell or distribute the products it offers and displays on the Website, and that such activities violate no Third Party Rights.
4. LOLCASHFLOW has the right to cooperate fully with all governmental authorities or injured third parties in the investigation of any suspected criminal activity and Users agree to bear the risk that LOLCASHFLOW may take such actions.

LOLCASHFLOW INTELLECTUAL PROPERTY RIGHTS

1. The Website and Services are solely owned and lawfully licensed of all the rights thereof by LOLCASHFLOW. They embrace patent, trade secrets and intellectual property or proprietary rights protected by international copyright and other laws. All Intellectual Property Rights shall belong and remain with LOLCASHFLOW (its affiliates, suppliers, licensors and partners).

2. You shall use the Services or any information for your personal and non-commercial use only under these Terms. You shall not copy, modify, create derivative works of, publicly display, republish, transmit any of the material obtained through the Services, or engage in any conduct which will infringe the Intellectual Property Rights of LOLCASHFLOW.
3. The icons and logos of LOLCASHFLOW are registered trademarks and are protected under applicable copyright and other proprietary right laws. Therefore, their unauthorized copying, use or publication is strictly prohibited.

TRANSACTIONS, FEES AND PAYMENTS

In general, LOLCASHFLOW requires Sellers and Buyers to complete the delivery of the goods to Buyer for Seller to get paid.

Users take sole responsibility for all of the terms and conditions of the transactions performed throughout the Website. LOLCASHFLOW shall not be liable to Users for any loss, damages, delays, failures, including without limitation for any terms regarding returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage.

All Services are offered by the relevant third party Seller and LOLCASHFLOW only facilitate these Services (i.e. acts as a disclosed commercial agent and transfers the funds from the Buyer to the Seller for the goods sold by a payment method selected in the Account), therefore, it cannot guarantee any aspect of the items listed as well as the transaction completion on the sides of Buyers and Sellers. All listings on the Website must be for sale and all sales are binding. All listings and their prices on the Website must include all taxes. All sales are final on LOLCASHFLOW and there are no refunds. If the item is not delivered or not as described, this is the case, the Buyer will receive a full refund. The orders are considered completed when they have been marked as delivered by the Seller and received by the Buyer, i.e. the sale is final. If Users are confronted with a non-completed order, they shall contact support@lolcashflow.com

1. Each Seller confirms, represents and warrants that all aspects of the item comply with the Website's policies and authorizes LOLCASHFLOW to conclude a sales contract with Buyers. Furthermore, each Seller also warrants:
 - a) that he has the full rights to sell the item, without violating any legal or contractual obligations;
 - b) that he must accurately describe and list the item and all terms of sale including only relevant content, and shall immediately notify LOLCASHFLOW by deleting the listed item from the Website if the listed item is no longer available for sale;
 - c) that he is obliged to ship the order, transfer the item, or otherwise complete the transaction promptly (this does not apply if the Buyer fails to meet the terms of the Seller's listing, or the Seller cannot authenticate the Buyer's identity);
 - d) that he is fully assuming all transaction risks and risks of liability or harm of any kind in connection with or when using the Website to perform transactions.
2. Each Buyer is responsible for reading the description of items prior to purchasing. Furthermore, the Buyer is obligated to deliver appropriate payment for items purchased (this does not apply if the Seller cannot complete the order). The Buyer also acknowledges that he is fully assuming all

transaction risks and risks of liability or harm of any kind in connection with or when using the Website to perform transactions.

3. LOLCASHFLOW charges handling fees and fees for processing payment, which may be changed from time to time and are posted on the Users' Account.
4. Users are obliged to:
 - a) have a payment method on the Account,
 - b) pay all fees and applicable taxes applying to the Services by the payment due date,
 - c) to provide the authorized payment information (including, without limitation the credit card, copy of a valid driver's license/ID card, PIN, key or any additional identification information) prior to or during the transaction,
 - d) to undergo additional verification process and share additional information to confirm their identity if LOLCASHFLOW may believe in its sole discretion it is necessary.
5. We use the services of **PayPal** to make payments. www.paypal.com

DISPUTES

1. In the case of any dispute between Users or Third Party occurs, each User shall use their best endeavor to resolve the issues in good faith, fairly and reasonably to satisfy both parties. If there is no satisfaction between Users or Third Party, they agree to submit a complaint to LOLCASHFLOW which shall adequately conduct investigations for the benefit of Users. Therefore, each User shall comply with all reasonable instructions made by LOLCASHFLOW in connection thereof. Furthermore, each User releases LOLCASHFLOW and its officers, directors, agents, subsidiaries and employees from any and all demands, damages and claims of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes with any User or Third Party to the maximum extent permitted by applicable law.
2. In the event of any dispute, claim, question, or disagreement between Users and LOLCASHFLOW arising from or relating to these Terms or the breach thereof occur, the parties hereto shall use their best endeavor to resolve the issues in good faith, recognizing their mutual interests in order to reach a resolution satisfactory to both parties.

DISCLAIMERS AND LIMITATION OF LIABILITY

1. All information, content, products and services made available to you by LOLCASHFLOW via the Website are provided on an "as is" and "as available" basis. LOLCASHFLOW makes no representations or warranties of any kind, express or implied, about:
 - the condition, quality, durability, performance, accuracy, reliability, merchantability or fitness for a particular purpose;
 - the validity, accuracy, correctness, reliability, quality, stability, completeness or of any information provided on or through the Website;
 - the violation to third party rights in relation to the manufacture, importation, distribution, offer, display, purchase, sale or use of products or services offered or displayed on the Website;

- any product or service offered or displayed on the Website;
 - the Services, information, content, materials or products made available to you through the Website are free of viruses or other harmful components.
2. Each User expressly agrees that the use of the Services is at each User's sole discretion and risk. What is more, Users hereby consent to indemnify LOLCASHFLOW, its subsidiaries, agents, directors, officers, and employees against any and all losses, claims, costs, fines, damages, expenses and liabilities which may arise, directly or indirectly, under these Terms in connection with User's use of the Website, breach of any of the terms and conditions, or representations and warranties as well as any claims asserted by third parties relating to products offered or displayed on the Website.
 3. In no circumstances shall LOLCASHFLOW be liable for any special, direct, indirect, punitive, incidental or consequential damages or losses whatsoever, resulting from any use or inability to use the Website, any defect in the Services, any claims that User's activities may violate Third Party Rights, or any other matter in connection to the Website.
 4. In relation to Third Parties, LOLCASHFLOW may allow Users access to content, products or services provided by Third Parties. Neither LOLCASHFLOW nor any of its subsidiaries, partners, directors, officers or employees is responsible for the accuracy, propriety, lawfulness of any Third Party Content, and shall not be liable to anyone for any content, products or services made available by Third Parties (including provided by their websites).
 5. LOLCASHFLOW is not affiliated, associated or in any way officially connected with Riot Games Inc., League of Legends (<https://www.riotgames.com>)

SECURITY

To access the Services, you are required to provide registration information that is involved in certain security procedures. Therefore you are responsible for maintaining the confidentiality of your Account information, username and password by controlling any and all identification numbers and codes used to access the Account as well as any and all activities that occur under your Account. In case of any unauthorized use and breached security of your Account, you shall notify LOLCASHFLOW immediately.

LOLCASHFLOW is not liable for any loss if you fail to properly maintain the security of your Account information, email address, any password, identification numbers or codes used in relation to your Account. What is more, LOLCASHFLOW shall not bear any liability for any damage or interruptions caused by any computer viruses, malwares and attacks that may affect your Account or devices. It shall not be liable for the security of information, e-mail addresses, registration and identification information, disk space, communications, or any content accessed or used through the Website.