Terms of Use

WELCOME TO WWW.HYPX.CO.UK. THE WEBSITE IS OWNED AND OPERATED BY HYPX LTD. (“HYPX”, "WE," "US," AND "OUR"), A COMPANY REGISTERED IN THE UNITED KINGDOM WITH REGISTRATION NUMBER  AND REGISTERED ADDRESS AT

1.) ACCOUNT

1.1

YOU CAN SIGN UP FOR AN ACCOUNT IF YOU ARE AT LEAST 18 YEARS OF AGE OR HAVE VALID AUTHORISATION FROM YOUR LEGAL REPRESENTATIVE OR CUSTODIAN.

1.2

TO SIGN UP, YOU WILL PROVIDE YOUR NAME, ADDRESS, CREDIT CARD DETAILS AND OTHER IDENTIFICATION. YOU WARRANT THAT ANY INFORMATION YOU SUBMIT IS YOURS, ACCURATE, COMPLETE AND UP TO DATE.

1.3

YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR ACCOUNT AND LOGIN CREDENTIALS. YOU ARE ALSO FULLY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT AND LOGINS, WHETHER OR NOT YOU ACTUALLY AUTHORIZED THEM. WE TAKE NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM THEIR UNAUTHORIZED USE.

1.4

YOU SHOULD NOTIFY US IMMEDIATELY OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT AND LOGINS OR ANY OTHER BREACH OF SECURITY THAT YOU KNOW OR SUSPECT.

2.) TERM

THIS AGREEMENT IS BINDING BETWEEN YOU AND US AS SOON AS:

2.1

YOU RECEIVE THE CONFIRMATION FOR YOUR ACCOUNT AND LOGINS FROM US; OR

2.2

YOU ACCESS OR USE THE PARTS OF THE SERVICES AND WEBSITE THAT ARE NOT DEPENDENT ON CREATING AN ACCOUNT.

3.) SUBSCRIPTION

3.1

WE OFFER MONTHLY AND YEARLY SUBSCRIPTIONS FOR A FIXED A SUBSCRIPTION FEE THAT ALLOWS YOU TO SELECT, SHIP AND SWAP SHOES FROM THE CATALOGUE EVERY 30 DAYS WITH ONE FREE EXCHANGE DURING THOSE 30 DAYS.

3.2

YOU WILL BE BILLED ON THE DAY YOU SIGN UP AND AND ON THE SAME CALENDAR OF EVERY MONTH THEREAFTER.

3.3

IF YOU CHOOSE THE YEARLY SUBSCRIPTION, YOU WILL COMMIT TO A MINIMUM OF 12 MONTHS OF SUBSCRIPTION. THE YEARLY SUBSCRIPTION IS NON-CANCELLABLE, NON-REFUNDABLE AND NON-TRANSFERABLE.

3.4

YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW UNLESS YOU NOTIFY US OTHERWISE AT LEAST 5 DAYS BEFORE ITS EXPIRATION. YOU CAN NOTIFY US BY UPDATING YOUR ACCOUNT AND SUBSCRIPTION SETTINGS THROUGH THE WEBSITE.

4.) BORROWING A SHOE

5.1

AFTER SIGNING UP, CHOOSING A TIER AND MAKING PAYMENT (COLLECTIVELY, THE "REGISTRATION" PROCESS), YOU CAN BORROW A SHOE THAT BELONGS TO YOUR CHOSEN TIER.

5.2

YOU CAN BORROW ONE SHOE AT A TIME WITHIN YOUR SUBSCRIPTION PERIOD, AND AS FREQUENT AS SPECIFIED IN YOUR SUBSCRIPTION.

5.3

IF YOU WILL BORROW MORE FREQUENTLY THAN THE SPECIFIED LIMIT, WE WILL CHARGE YOU WITH ADDITIONAL SHIPPING AND PROCESSING FEES. IN THAT CASE, YOU WILL AGREE TO PAYING THE ADDITIONAL FEES UPON CHECKOUT SO THAT WE CAN SEND YOU THE SHOE .

5.) PREMIUM SHOES.

5.1

YOU CAN ALSO BORROW ONE OF THE PRESELECTED, PREMIUM SHOES FOR AN ADDITIONAL PREMIUM ON TOP OF THE SUBSCRIPTION FEE.

5.2

THE PREMIUM SHOES AND THEIR CORRESPONDING PREMIUM FEES ARE DESCRIBED HERE [LINK].

5.3

ALL TERMS AND CONDITIONS IN THIS AGREEMENT ALSO APPLY TO THE PREMIUM SHOES.

6.) DELIVERY

6.1

WE WILL DELIVER THE SHOES TO YOUR ADDRESS WITHIN 3 BUSINESS DAYS, UNLESS OTHERWISE AGREED.

6.2

DELIVERY TIME MAY VARY BASED UPON (A) INVENTORY AVAILABILITY, (B) YOUR DELIVERY ADDRESS, (C) TIME YOU PLACE AN ORDER, AND (D) OTHER CIRCUMSTANCES IMPACTING DELIVERY.

6.3

DELIVERY IS COMPLETED AT THE MOMENT OUR LOGISTICS AND/OR SHIPPING PARTNER ARRIVES AT YOUR ADDRESS WITH THE SHOE, REGARDLESS OF WHETHER YOU ARE PRESENT TO RECEIVE IT.

6.4

THE SHOE WILL COME IN AN ORIGINAL HYPX BOX WITH A PRE-PAID, PRE-ADDRESSED PACKING OR MAILING POUCH AND INSTRUCTIONS FOR RETURNING THE SHOE TO US (“RETURN PACKAGING”).

6.5

THE SHOE WILL BE DELIVERED BY OUR SHIPPING PARTNER, WHICH MAY CHANGE AT OUR DISCRETION.

6.6

WE CANNOT BE HELD LIABLE FOR BREACH OF THIS AGREEMENT, SHORTAGE OR UNAVAILABILITY OF THE SHOE, ANY DELAY, OR FAILURE TO DELIVER (LOSS, THEFT, BREAKAGE) CAUSED BY THE SHIPPING PARTNER.

7.) THE SHOE

7.1

ALL SHOES OFFERED ON THE WEBSITE ARE IN GOOD CONDITION, GUARANTEED 100% GENUINE, AND SOURCED FROM VETTED SUPPLIERS WHO VOUCH FOR THEIR AUTHENTICITY.

7.2

EACH SHOE HAS A RADIO FREQUENCY IDENTIFICATION (RF) TAG AND OTHER FEATURES THAT IDENTIFY ITS BRAND, MAKE, DESIGN, SIZE, SOURCE, AUTHENTICITY AND TRACEABILITY.

7.3

YOU AGREE NOT TO TAMPER WITH THE RF TAG, REPLACE THE SHOE THAT YOU BORROWED WITH ANY OTHER SHOE, OR REPLACE IT WITH A COUNTERFEIT SHOE.

7.4

THE REASONABLE EXPECTED QUALITY FOR THE PRICES PAID FOR THE SHOES ARE DESCRIBED ON THE WEBSITE. HOWEVER, THEIR PHOTOGRAPHS ARE NOT CONTRACTUAL. YOU ACKNOWLEDGE AND AGREE THAT THE PHOTOGRAPHS ARE ONLY INDICATIVE, AND MAY SLIGHTLY DIFFER FROM THEIR ACTUAL APPEARANCE.

8.) RECEIVING THE SHOE

8.1

IF YOU DO NOT AGREE THAT THE SHOE IS WHAT YOU WANTED OR AS DESCRIBED ON THE WEBSITE, YOU WILL NOTIFY US OF SUCH WITHIN 48 HOURS OF RECEIVING THE SHOE. YOU ARE ADVISED TO TAKE DATED PHOTOGRAPHIC EVIDENCE TO SUPPORT YOUR COMPLAINT.

8.2

WE WILL REVIEW YOUR COMPLAINT AND SEND YOU A FEEDBACK WITHIN 15 BUSINESS DAYS.

8.3

RISK AND RESPONSIBILITY FOR THE SHOE WILL IMMEDIATELY PASS TO YOU THE MOMENT YOU RECEIVE IT. YOU BEAR RESPONSIBILITY FOR THE SHOE. YOU ARE REQUIRED TO TAKE GREAT CARE OF THE SHOE SO THAT IT WILL BE RETURNED TO US IN THE SAME CONDITION AS WHEN YOU RECEIVED IT.

8.4

YOU UNDERTAKE TO TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO THE SHOE. IN PARTICULAR, YOU WILL AVOID EXPOSING THE SHOE TO ANY SOURCE OF POTENTIAL DAMAGE SUCH AS DUST, STRONG VARIATIONS IN TEMPERATURE, SUNLIGHT, HUMIDITY AND SHOCK.

8.5

YOU MAY CLEAN THE SHOE ONLY BY USING A DRY AND CLEAN CLOTH, OR BY ANY OTHER INSTRUCTIONS THAT WE PROVIDE. DO NOT USE ANY 3RD PARTY PRODUCTS OR CHEMICALS TO TRY AND CLEAN THE SHOE UNLESS ENDORSED BY US.

8.6

YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE OF THE SHOE DUE TO THEFT, MYSTERIOUS DISAPPEARANCE, FIRE, MAJOR STAINS OR ANY OTHER CAUSE, OTHER THAN NORMAL WEAR AND TEAR.

8.7

IN CASE OF LOSS, THEFT OR DETERIORATION OF THE SHOE  (STAIN, TEAR, SCRATCH, BURN, ETC.), YOU UNDERTAKE TO NOTIFY US THROUGH CONTACT@HYPX.COM OR NUMBER?? WITHIN 24 HOURS AFTER THE OCCURRENCE OF THE EVENT. YOU ARE ADVISED TO TAKE DATED EVIDENCE OF ANY DAMAGE, LOSS OR THEFT AS SOON AS PRACTICABLE.

9.) NO OWNERSHIP

9.1

TITLE IN THE SHOE REMAINS WITH US AT ALL TIMES. YOU HAVE NO RIGHT, TITLE OR INTEREST IN THE SHOE, EXCEPT THAT IT IS BEING LENT TO YOU.

9.2

YOU ARE BORROWING THE SHOE FOR PERSONAL USE ONLY. YOU AGREE THAT YOU WILL NOT RESELL, ALLOW ANY OTHER PERSON TO USE, ALLOW ANY UNAUTHORISED OR ILLEGAL USE TO OCCUR, OR MAKE THE SHOE AVAILABLE TO OTHERS FOR ANY PROFESSIONAL OR COMMERCIAL USE.

9.3

IN ANY EVENT, WE STRONGLY RECOMMEND THAT YOU GET INSURANCE COVERAGE FOR THE SHOE TO THE FULL COST OF ITS REPLACEMENT.

10.) RETURNING THE SHOE

10.1

YOU AGREE TO RETURN THE SHOE TO US WITHIN YOUR SUBSCRIPTION PERIOD, IN ITS ORIGINAL CONDITION ALONG WITH ITS ORIGINAL HYPX BOX AND PACKAGING. THE RF MUST NOT BE REMOVED, ATTACHED OR REATTACHED. OTHERWISE, WE WILL CHARGE YOU FOR THE VALUE OF THE HYPX BOX AND RF AS SPECIFIED HERE [LINK].

10.2

YOU MUST FOLLOW THE INSTRUCTIONS INSIDE THE RETURN PACKAGING WHEN RETURNING THE SHOE THROUGH OUR SHIPPING PARTNER. OTHERWISE, THE SHOE WILL NOT BE COVERED BY AN INSURANCE POLICY, AND YOU WILL BE RESPONSIBLE FOR ITS DAMAGE OR LOSS WHILE IN TRANSIT.

10.3

RISK IN THE SHOE  WILL IMMEDIATELY PASS TO OUR SHIPPING PARTNER THE MOMENT IT RECEIVES THE SHOE.

11.) BUYING THE SHOE

11.1

THROUGH OUR WEBSITE, YOU HAVE THE OPTION TO BUY THE SHOE THAT YOU ARE CURRENTLY BORROWING.

11.2

YOU AGREE TO BUY THE SHOE IN ITS CONDITION AT THE TIME OF YOUR PURCHASE.

11.3

THE PRICE FOR BUYING THE SHOE IS ITS PURCHASE PRICE AS DISPLAYED ON THE WEBSITE.

11.4

TITLE IN THE SHOE REMAINS WITH US UNTIL ALL MONIES PAYABLE TO US BY YOU FOR BORROWING AND/OR BUYING SHOE HAVE BEEN PAID IN FULL. AFTER WHICH, THE OWNERSHIP OF THE SHOE AND THE HYPX BOX WITH WHICH IT CAME WILL BE TRANSFERRED TO YOU.

12.) RIGHT TO WITHDRAW

12.1

IF YOU ARE A CONSUMER IN THE EU, YOU MAY WITHDRAW YOUR SUBSCRIPTION OR PURCHASE WITHIN 14 DAYS FROM THE DATE THAT YOU PAID THE FEE OR PURCHASE PRICE (“COOLING OFF PERIOD”), WITHOUT GIVING ANY REASON FOR DOING SO. WHENEVER APPLICABLE, YOU HAVE THE RIGHTS AND PROTECTION PROVIDED BY THE LAWS OF YOUR COUNTRY AND/OR IN THE EU.

12.2

YOU MUST NOTIFY US ABOUT USING YOUR WITHDRAWAL BY CANCELLING YOUR SUBSCRIPTION VIA YOUR ACCOUNT SETTINGS ON THE WEBSITE.

12.3

YOUR WITHDRAWAL IS EFFECTIVE IF YOU SENT IT WITHIN THE COOLING OFF PERIOD, EVEN IF WE RECEIVE IT LATER.

12.4

WE WILL SEND YOU A CONFIRMATION EMAIL WITHIN 15 DAYS FROM OUR RECEIPT OF YOUR APPLICATION TO WITHDRAW.

12.5

WE WILL GLADLY ACCEPT THE RETURN OF THE SHOE IF (A) IT IS RETURNED WITHIN 14 DAYS FROM THE DATE OF PURCHASE (“RETURN PERIOD”), (B) THE RF AND ALL TAGS ARE NOT TAMPERED, AND (C) IT IS IN THE SAME CONDITION AND HYPX BOX AS IT WAS SENT TO YOU.

12.6

IN THE EVENT OF EFFECTIVE WITHDRAWAL, YOU WILL BE REFUNDED WITH THE FEES AND/OR PURCHASE PRICE, LESS THE PROCESSING FEES AND ADMINISTRATION CHARGE OF £ [AMOUNT] WITHIN 14 DAYS AFTER WE HAVE CONFIRMED THAT THE WITHDRAWAL IS VALID.

12.7

IF YOU USE OUR SERVICES WITHIN THE 14-DAY CANCELLATION PERIOD, YOU WILL BE CHARGED THE BASE SUBSCRIPTION PRICE FOR THE MONTH ALONG WITH ANY PREMIUM OR LOGISTICS FEES INCURRED, IF ANY.

12.8

FOR WITHDRAWALS AND RETURNS AFTER THE COOLING OFF AND RETURN PERIODS, RESPECTIVELY, WE WILL ASSESS EACH CLAIM ON AN INDIVIDUAL BASIS. IT WILL BE AT OUR OWN DISCRETION WHETHER A FULL/PARTIAL REFUND OR CREDIT NOTE SHOULD BE ISSUED.

13.) DAMAGED, DIFFERENT OR COUNTERFEIT SHOE

13.1

IF YOU RETURN THE SHOE WITH MAJOR DAMAGES OR DAMAGES BEYOND NORMAL WEAR AND TEAR, THEN YOU AGREE THAT WE SHALL CHARGE YOU, AND YOU SHALL PAY, FOR THE PRICE OF REPAIRING OR REPLACING IT, AS WE DETERMINE IN OUR DISCRETION. THIS IS TO SAY THAT THE RETAIL PRICE OF THE SHOE IS NOT NECESSARILY THE PRICE THAT YOU WILL BE CHARGED IF THE SHOE NEEDS REPLACING BUT RATHER THE RESELL VALUE THAT WE OFTEN PURCHASE AT. THIS RESELL VALUE IS AT OUR OWN DISCRETION AND VARIES FROM TIME TO TIME.

13.2

IF THE RETURNED SHOE IS A COUNTERFEIT OR NOT THE SAME EXACT SHOE THAT WE SENT YOU, THE CASE SHALL BE TREATED AS A STANDARD PURCHASE.

13.3

YOU AGREE THAT YOU WILL BE CHARGED THE PURCHASE PRICE AND COST OF SHIPPING OF THE ITEM AND THE COUNTERFEIT ITEM WILL BE RETURNED TO YOU.

13.4

YOU AGREE THAT YOU WILL BE CHARGED THE PURCHASE PRICE AND COST OF SHIPPING OF THE ITEM AND THE COUNTERFEIT ITEM WILL BE RETURNED TO YOU.

MINOR DAMAGE

13.5

WE RESERVE THE RIGHT TO TERMINATE, BLACKLIST AND SUSPEND YOUR ACCOUNT AT ANY TIME IN THE EVENT OF FRAUD OR THEFT OF HYPX MERCHANDISE.

MAJOR DAMAGE

13.6

EXAMPLES OF EXCESSIVE OR ABUSIVE DAMAGE ARE:   
A. STAINS (SUCH AS INK, MAKEUP SPILLS, ETC.) ON THE INTERIOR AND EXTERIOR.   
B. STAINS ON THE EXTERIOR (SUCH AS INK, DENIM, WINE, ETC.).   
C. DEEP SCRATCHES.   
D. BROKEN HARDWARE.   
E. RIPS, HOLES OR GOUGES ON THE LINING AND/OR EXTERIOR.   
F. ANY DAMAGE THAT REQUIRES MAJOR REPAIR.

13.7

WE RESERVE THE RIGHT TO TERMINATE, BLACKLIST AND SUSPEND YOUR ACCOUNT AT ANY TIME IN THE EVENT OF MULTIPLE CASES OF EXCESSIVE DAMAGE OR ABUSE TO THE /S THAT YOU HAVE RETURNED.

14.) REFUNDS

14.1

WE DO NOT REFUND SUBSCRIPTION FEES ALREADY PAID, GIVE REFUNDS OR CREDITS FOR PERIODS WHERE YOU DID NOT USE AN ACTIVE SUBSCRIPTION, USED IT ONLY PARTIALLY, OR TERMINATED THE SUBSCRIPTION DURING AN ONGOING PAYMENT INTERVAL, UNLESS OTHERWISE EXPLICITLY PROVIDED IN THIS AGREEMENT.

14.2

ALL REFUNDS WILL ONLY BE ISSUED TO THE ORIGINAL FORM OF PAYMENT.

14.3

NO REFUNDS SHALL BE GRANTED FOR DISCOUNTS, VOUCHERS, OR COUPONS AVAILED AS PART OF THE SERVICE.

15.) PAYMENTS

15.1

THE FEES, PURCHASE PRICE, AND OTHER PAYMENTS SHALL BE CHARGED DIRECTLY TO YOUR CREDIT CARD OR PROVIDED METHOD OF PAYMENT.

15.2

YOU AGREE TO PROVIDE UPDATED INFORMATION REGARDING YOUR CREDIT CARD OR PAYMENT METHOD AT ANY TIME THE INFORMATION IS NEEDED.

15.3

YOU GIVE US AND THE PAYMENT SUPPLIER THE PRE-AUTHORIZATION TO VERIFY IF YOUR CREDIT CARD OR PAYMENT METHOD ACCOUNT IS VALID AND HAS THE NECESSARY FUNDS OR CREDIT AVAILABLE TO COVER YOUR PAYMENTS.

15.4

YOU AUTHORIZE SUCH CREDIT CARD TO PAY ANY AMOUNT DESCRIBED HEREIN.

15.5

YOU CONFIRM THAT YOUR CREDITED CARD HAS SUFFICIENT FUNDS, CREDIT FACILITIES AND VALID EXPIRY DATE TO COVER THE PAYMENT.

15.6

YOU WILL RECEIVE AN ELECTRONIC INVOICE FOR YOUR PAYMENTS. THIS ELECTRONIC INVOICE SHALL SERVE AS YOUR OFFICIAL RECEIPT.

15.7

IN CASE OF PAYMENT DELAY, YOU WILL NOT ABLE TO USE ANY CHARGEABLE FEATURES OF OUR SERVICES UNTIL THE PAYMENT IN DUE HAVE BEEN FULLY PAID.

15.8

UPON DELAY WITH ANY PAYMENTS, YOU MAY BE REQUIRED TO PAY INTEREST ON THE DELAY (PENALTY FOR LATE PAYMENT) FOR THE PERIOD AS OF THE TIME THE PAYMENT OBLIGATION FALLS DUE UNTIL CONFORMING PERFORMANCE IS RENDERED. WE RESERVE THE RIGHT TO ASSESS REASONABLE INTEREST CHARGES ON ANY AMOUNTS NOT PAID BY THE DATE SUCH PAYMENTS ARE DUE AS WELL AS ANY ADDITIONAL PROCESSING OR SERVICING FEES INCURRED DURING SAID TIME.

15.9

YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL FEES CHARGED TO YOUR CREDIT CARD BY THE ISSUER, BANK, OR FINANCIAL INSTITUTION INCLUDING, BUT NOT LIMITED TO, SUBSCRIPTION, OVERDRAFT, INSUFFICIENT FUNDS, AND OVER THE CREDIT LIMIT FEES.

15.10

ALL ORDERS ARE SUBJECT TO OUR CREDIT APPROVAL. WE RESERVE THE RIGHT TO WITHHOLD SHIPMENT OR TO REQUIRE OTHER ADEQUATE ASSURANCES OF PERFORMANCE OF YOUR PAYMENT OBLIGATIONS AS WE, IN OUR DISCRETION, MAY REQUIRE, NOTWITHSTANDING ANY ORDER CONFIRMATION ISSUED BY US.

15.11

ALL PAYMENTS SHALL BE PAID IN BRITISH POUND. YOU MAY HAVE TO INCUR COSTS FOR CONVERSION AND TRANSFER OF MONEY IF APPLIED BY YOUR FINANCIAL SERVICE PROVIDER.

15.12

ALL PRICES INCLUDE VAT AT CURRENT LEGAL RATE IN PORTUGAL, UNLESS STATED OTHERWISE IN THIS AGREEMENT. YOU ARE RESPONSIBLE FOR ALL OTHER APPLICABLE TAXES, AND WE SHALL CHARGE TAXES WHEN REQUIRED TO DO SO.

15.13

OTHER PAYMENT METHODS ARE ACCEPTED ONLY IF PROVIDED ON OUR WEBSITE.

16.) BILLING

16.1

WE HAVE ENGAGED THE SERVICES OF THIRD PARTY SUPPLIERS (“PAYMENT SUPPLIER”) TO COLLECT AND MANAGE YOUR PAYMENTS. YOU ACKNOWLEDGE AND AGREE THAT THE PAYMENT SUPPLIER WILL PERFORM THE FOLLOWING FOR US:   
A. CREDIT AND BACKGROUND VERIFICATION OF OUR POTENTIAL CUSTOMERS;  
B. ACCESS UPDATED PAYMENT REPORTS;  
C. CREDIT ADMINISTRATION, MANAGEMENT AND COLLECTION;  
D. LEGAL ASSISTANCE IN CREDIT RECOVERY;  
E. ASSESSMENT OF OUR CUSTOMERS’ DEPENDABILITY; AND  
F. RECEIVE, FACILITATE AND ASSIGN YOUR CREDIT THAT IS DUE TO US;

16.2

THE PAYMENT SUPPLIER IS RESPONSIBLE AND WE SHALL NOT BE LIABLE FOR ANY MATTER IN CONNECTION WITH THE PROCESSING OF YOUR PAYMENTS.

16.3

YOU AGREE TO NOTIFY US OR THE PAYMENT SUPPLIER ABOUT ANY BILLING PROBLEMS OR DISCREPANCIES WITHIN 60 DAYS AFTER THEY FIRST APPEAR ON YOUR ACCOUNT STATEMENT. IF YOU DO NOT DO SO WITHIN 60 DAYS, YOU AGREE THAT YOU WAIVE YOUR RIGHT TO DISPUTE SUCH PROBLEMS OR DISCREPANCIES.

16.4

WE MAY PARTNER WITH AND USE OTHER THIRD PARTY PAYMENT SERVICE PROVIDERS TO HANDLE ALL PAYMENTS. WE WILL NOTIFY YOU OF SUCH CHANGE BY E-MAIL NOT LESS THAN 30 DAYS BEFORE IT TAKES EFFECT.

17.) LIMITS

17.1

WE WILL DEAL WITH EACH LEASE OR PURCHASE ON AN INDIVIDUAL BASIS. WE CANNOT GUARANTEE THE AVAILABILITY OF AND MAY WITHDRAW SHOES AT OUR SOLE DISCRETION.

17.2

IF WE INTEND TO SEND A SUBSTITUTE SHOE, WE WILL LET YOU KNOW.

17.3

WE RESERVE THE RIGHT TO LIMIT, CANCEL OR PROHIBIT ANY BORROWING OR SELLING OF SHOES  FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THEIR AVAILABILITY, RESTRICTING ORDERS PLACED UNDER A SINGLE ACCOUNT, PAYMENT DISPUTE OR SHIPPING ADDRESS.

17.4

WE MAY REQUIRE THE RETURN OF ANY BORROWED SHOE IN YOUR POSSESSION IN THE EVENT YOU FAIL TO MAKE REQUIRED PAYMENTS ON TIME OR IN THE EVENT OTHER FACTORS ARISE WHICH, IN OUR SOLE DISCRETION, INCREASE THE RISK OF NON-TIMELY PAYMENT.

18.) CHANGES IN FEES

18.1

THE AMOUNT OF FEES AT THE TIME YOU SIGN UP AND MADE PAYMENT WILL BE THE APPLICABLE FEES DURING YOUR ENTIRE SUBSCRIPTION.

18.2

WE MAY CHANGE THE INCLUSIONS OF SUBSCRIPTIONS, PREMIUMS, FEES AND PURCHASES PRICES FROM TIME TO TIME. WE WILL NOTIFY YOU OF THE CHANGES BY E-MAIL NOT LESS THAN 30 DAYS BEFORE THE CHANGES TAKE EFFECT.

18.3

UNLESS OTHERWISE SPECIFIED, THE CHANGES WILL APPLY TO YOU ON YOUR NEXT SUBSCRIPTION.

18.4

IF YOU DON’T AGREE WITH THE CHANGES, YOU MUST NOTIFY US AND TERMINATE YOUR ACCOUNT BEFORE THE EXPIRATION OR RENEWAL DATE OF YOUR SUBSCRIPTION.

19.) END OF SUBSCRIPTION

19.1

AT LEAST 5 DAYS BEFORE THE END OF YOUR SUBSCRIPTION, YOU CAN OPT OUT OF YOUR SUBSCRIPTION BEING AUTOMATICALLY RENEWED BY NOTIFYING US THROUGH YOUR SUBSCRIPTION PLAN SETTINGS ON YOUR ACCOUNT.

19.2

UPON RECEIPT OF YOUR CANCELLATION REQUEST, WE WILL CANCEL AND TERMINATE YOUR ACCOUNT AT THE END OF YOUR CURRENT SUBSCRIPTION PERIOD.

19.3

HOWEVER, IF A) THE SHOES THAT YOU BORROWED HAVE NOT BEEN RETURNED TO US, OR B) ALL PAYMENTS FOR THE SHOE/S THAT YOU HAVE DECIDED TO BUY HAVE NOT BEEN PAID IN FULL, OR C) PENDING UNBILLED PREMIUMS OR FEES ARE STILL CURRENTLY OUTSTANDING, WE WILL CHARGE YOU THE UNPAID AMOUNT IN FULL.

19.4

IN THE CASE ABOVE, WE WILL CHARGE YOU THE UNPAID AMOUNT UNTIL SUCH TIME IT IS PAID IN FULL.

20.) OUR CONTENT

20.1

WE DO NOT PRE-SCREEN OUR CONTENT. WE MAY, BUT DO NOT HAVE THE OBLIGATION TO, REMOVE OR REFUSE CONTENT AND ACCOUNTS CONTAINING CONTENT THAT WE, IN OUR SOLE DISCRETION, DETERMINE TO UNLAWFUL, OFFENSIVE, THREATENING, LIBELLOUS, DEFAMATORY, PORNOGRAPHIC, OBSCENE, OTHERWISE OBJECTIONABLE OR VIOLATE THIS AGREEMENT OR ANY PARTY'S INTELLECTUAL PROPERTY.

20.2

WHILE WE PROHIBIT ANY ILLEGAL OR MALICIOUS CONTENT, YOU UNDERSTAND AND AGREE THAT WE CANNOT BE RESPONSIBLE FOR THE CONTENT POSTED (INCLUDING BY OTHER USERS OR THIRD PARTIES) AND YOU MAY BE EXPOSED TO SUCH MATERIALS. WE ACCEPT NO LIABILITY FOR THE RETENTION AND AVAILABILITY OF SUCH CONTENT.

21.) USER CONTENT

21.1

ANY CONTENT THAT YOU STORE OR POST THROUGH OUR SERVICES (USER CONTENT) REMAINS YOUR OWNS. USER CONTENT CAN BE TEXTS, PICTURES, REVIEWS, CAMPAIGNS THAT YOU CREATED AND UPLOADED. USER CONTENT IS NOT CONTENT YOU RECEIVED OR USED FROM OUR LIBRARIES OR THROUGH OUR SERVICES IN ANY OTHER WAY.

21.2

YOU HEREBY GRANT US A LIMITED WORLDWIDE LICENSE TO USE, ACCESS, COPY, MODIFY, DISTRIBUTE, REPRODUCE, STORE, TRANSMIT, REFORMAT, EDIT, TRANSLATE, MAKE DERIVATIVE WORKS OF, PUBLICLY DISPLAY AND PUBLISH THE USER CONTENT TO THE EXTENT NEEDED FROM US TO PROVIDE SERVICES TO YOU. THE LICENSE YOU GRANT US IS NONEXCLUSIVE, FULLY-PAID AND ROYALTY-FREE, TRANSFERABLE AND SUB-LICENSABLE.

21.3

IF YOU PROVIDE US WITH ANY COMMENTS, BUG REPORTS, FEEDBACK, OR MODIFICATIONS (“FEEDBACK”), WE SHALL HAVE THE RIGHT TO USE SUCH FEEDBACK AS USER CONTENT.

21.4

WE DO NOT MONITOR THE USER CONTENT. YOU ARE SOLELY RESPONSIBLE FOR YOUR USER CONTENT AND LIABLE FOR ANY CONSEQUENCES OF PUBLISHING OR TRANSMITTING SUCH CONTENT. YOU CONFIRM THAT YOU HAVE THE RIGHT TO PUBLISH OR TRANSMIT SUCH USER CONTENT AND THAT SUCH ACTIONS DO NOT VIOLATE THIS AGREEMENT, APPLICABLE LAW, OR THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PERSON. YOU MUST ENSURE THAT NO PRIVATE CONTENT IS ACCIDENTALLY MADE PUBLIC.

21.5

HOWEVER, WITHOUT ASSUMING ANY OBLIGATION TO DO SO, WE MAY DELETE ANY USER CONTENT OR SUSPEND OR TERMINATE ANY ACCOUNT AT OUR SOLE DISCRETION. WE MAY TAKE SUCH ACTIONS WITHOUT ANY PRIOR NOTIFICATION TO THE ACCOUNT OWNER.

21.6

WE ARE NOT REQUIRED TO KEEP BACK-UP COPIES OF USER CONTENT ONCE IT IS REMOVED OR DELETED FOR WHATEVER REASON. WE MAKE NO GUARANTEE THAT USER CONTENT WILL BE SAFELY STORED. TO BE SAFE, YOU SHOULD INDEPENDENTLY BACK-UP YOUR USER CONTENT, TO THE EXTENT PERMITTED HEREIN AND BY APPLICABLE LAWS AND REGULATIONS.

22.) THIRD-PARTY CONTENT

22.1

OTHER USERS OR THIRD PARTIES MAY PROVIDE CONTENT (“THIRD-PARTY CONTENT”) DURING THE PROVISION OF SERVICES OR REDIRECTION TO OTHER WEBSITES. WE EXPRESSLY DISCLAIM RESPONSIBILITY FOR THE ACCURACY, QUALITY, LEGALITY, NATURE, AVAILABILITY OR RELIABILITY OF SUCH THIRD-PARTY CONTENT LINKED THROUGH THE SERVICES. WE DO NOT ENDORSE ANY SUCH THIRD-PARTY CONTENT OR THE INFORMATION, MATERIAL, PRODUCTS, OR SERVICES CONTAINED ON OR ACCESSIBLE THROUGH THE CONTENT.

23.) NO WARRANTIES

23.1

WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SERVICES. THE SERVICES ARE PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” AND WE DO NOT WARRANT OR REPRESENT ANY QUALITY, FITNESS FOR PURPOSE, NON-INFRINGEMENT, COMPLETENESS OR ACCURACY OF THE SERVICE.

23.2

REGARDLESS OF OUR EFFORTS TO PROVIDE YOU WITH SERVICES OF THE HIGHEST QUALITY, SAFETY AND SECURITY, WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED.

23.3

WE DO NOT WARRANT THAT THE COLLECTION, TRANSMISSION AND STORAGE OF PERSONAL DATA IS SECURE AT ALL TIMES.

23.4

WE RESERVE THE RIGHT, PERIODICALLY AND AT ANY TIME, TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, FUNCTIONS AND FEATURES OF THE SERVICES, ALL WITHOUT LIABILITY TO YOU FOR ANY INTERRUPTION, MODIFICATION, OR DISCONTINUATION OF THE SERVICES OR ANY FUNCTION OR FEATURE THEREOF. REASONABLE ADVANCE NOTIFICATION WILL BE PROVIDED OF DISCONTINUING THE SERVICES WHERE POSSIBLE.

23.5

WE ARE NOT RESPONSIBLE FOR ANY DIFFICULTIES IN OPERATING OR USING THE SERVICES THAT ARE CAUSED BY THE WEB HOSTING SERVICE PROVIDER, SOCIAL MEDIA SERVICE PROVIDER, YOUR INTERNET SERVICE PROVIDER OR ANY OTHER THIRD PARTY UNLESS REQUIRED BY APPLICABLE LAW.

24.) LIMITATION OF LIABILITY

24.1

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSS OF PROFIT RESULTING FROM YOUR USE OR INABILITY TO USE THE SERVICES OR ANY UNAUTHORISED ACCESS TO OR INTERRUPTION, ALTERATION, LOSS OR DELETION OF YOUR USER CONTENT OR DATA. FURTHERMORE, WE SHALL IN NO EVENT BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

24.2

IN ANY EVENT, OUR AGGREGATE LIABILITY IS LIMITED TO THE AMOUNT THAT YOU HAVE PAID TO US FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THAT MONTH IN WHICH THE EVENT GIVING RISE TO OUR LIABILITY OCCURRED.

24.3

YOU EXPRESSLY AGREE THAT IN CASE OF TERMINATION OF THIS AGREEMENT FOR ANY REASON, THIS CLAUSE WILL SURVIVE.

24.4

OUR LIABILITY FOR THE GOODS UNDER ALL THEORIES OF LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THOSE FOUND BY US TO BE DEFECTIVE, OR AT OUR OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH GOODS. AT OUR REQUEST, YOU WILL PERMIT US TO INSPECT ANY ALLEGEDLY DEFECTIVE GOODS INCLUDING SHIPMENT OF SUCH ALLEGEDLY DEFECTIVE GOODS TO THE LOCATION SPECIFIED BY OUR AT OUR'S COST.

25.) INDEMNIFICATION

25.1

YOU AGREE TO INDEMNIFY AND HOLD US AND OUR AFFILIATES HARMLESS FROM ANY CLAIMS, LOSSES, DAMAGES, LIABILITIES, INCLUDING ATTORNEY’S FEES, ARISING OUT OF YOUR USE OR MISUSE OF THE SERVICES, REPRESENTATIONS MADE TO US AND/OR THIRD PARTIES, VIOLATION OF THIS AGREEMENT, VIOLATION OF THE RIGHTS OF ANY OTHER PERSON OR ENTITY, OR ANY BREACH OF THE FOREGOING REPRESENTATIONS, WARRANTIES, AND COVENANTS.

25.2

WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENCE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY US, AND YOU AGREE TO COOPERATE WITH SUCH DEFENCE OF THESE CLAIMS.

26.) INTELLECTUAL PROPERTY

26.1

OUR SERVICES, INCLUDING WITHOUT LIMITATION, THE WEBSITE, OUR CONTENT, AND ANY PARTS OR ELEMENTS THEREOF ("HYPX MATERIALS") ARE SOLELY AND EXCLUSIVELY OWNED AND OPERATED BY US AND OUR THIRD PARTY VENDORS AND HOSTING PARTNERS. HYPX MATERIALS ARE PROTECTED BY EUROPEAN COPYRIGHT, TRADE DRESS, PATENT, AND TRADEMARK LAWS, INTERNATIONAL CONVENTIONS, AND ALL OTHER RELEVANT INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS, AND APPLICABLE LAWS. EXCEPT FOR YOUR DATA OR OTHER CONTENT THAT YOU OWN AND/OR POST, ALL HYPX MATERIALS ARE OUR COPYRIGHTED PROPERTY, OR OF OUR AFFILIATES AND/OR THIRD PARTY LICENSORS. FURTHERMORE, ALL TRADEMARKS, SERVICE MARKS, AND TRADE NAMES CONTAINED IN THE HYPX MATERIALS ARE OUR PROPRIETARY PROPERTY, OR OF OUR AFFILIATES AND/OR THIRD-PARTY LICENSORS. YOUR USE OF THE SERVICES DOES NOT GRANT YOU OWNERSHIP OF ANY CONTENT, CODE, DATA OR ANY PART OF THE HYPX MATERIALS YOU MAY ACCESS ON OR THROUGH THE WEBSITE. ANY COMMERCIAL OR PROMOTIONAL DISTRIBUTION, PUBLISHING OR EXPLOITATION OF THE HYPX MATERIALS IS STRICTLY PROHIBITED, UNLESS YOU HAVE RECEIVED THE EXPRESS PRIOR WRITTEN PERMISSION FROM US OR THE OTHERWISE APPLICABLE RIGHTS HOLDER.

26.2

WE RESERVE ALL RIGHTS TO THE HYPX MATERIALS NOT EXPRESSLY GRANTED IN THIS AGREEMENT.

27.) PRIVACY

27.1

WE TAKE YOUR PRIVACY VERY SERIOUSLY. OUR PRIVACY POLICY AT WWW.HYPX.CO.UK/PRIVACY IS HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE. PLEASE READ THE PRIVACY POLICY CAREFULLY FOR INFORMATION ABOUT OUR COLLECTION, USE, AND DISCLOSURE OF YOUR INFORMATION. YOU CONSENT TO THE COLLECTION, TRANSFER, PROCESSING, STORAGE, DISCLOSURE AND OTHER USES OF YOUR INFORMATION AS DESCRIBED IN OUR PRIVACY POLICY.

28.) MODIFICATIONS

28.1

WE ARE CONSTANTLY INNOVATING AND IMPROVING OUR SERVICES. ANY NEW FEATURES, FUNCTIONS, ENHANCEMENTS AND DEVELOPMENTS IN THE SERVICES, INCLUDING THE RELEASE OF NEW TOOLS AND RESOURCES, SHALL BE SUBJECT TO THIS AGREEMENT.

28.2

WE RESERVE THE RIGHT TO MODIFY THE SERVICES OR ANY PART OR ELEMENT THEREOF FROM TIME TO TIME WITHOUT PRIOR NOTICE. FOR AVOIDANCE OF DOUBT, WE MAY:  
A. REBRAND THE SERVICES AT OUR SOLE DISCRETION;  
B. CHANGE, STOP PROVIDING OR DISCONTINUE TO DEVELOP ANY PARTICULAR SERVICE OR PART OR ELEMENT OF THE WEBSITE TEMPORARILY OR PERMANENTLY;  
C. TAKE SUCH ACTION AS IS NECESSARY TO PRESERVE OUR GOOD NAME AT OUR SOLE DISCRETION, UPON ANY USE OF THE SERVICES THAT MAY BE REASONABLY INTERPRETED AS VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, DISTRIBUTION OF INTERNET VIRUSES, WORMS, TROJAN HORSES AND OTHER DESTRUCTIVE ACTIVITIES OR ILLEGAL ACTIVITY.

28.3

YOUR CONTINUED USE OF THE SERVICES, OR ANY PART OR ELEMENT THEREOF, AFTER EFFECTIVE DATE OF THE CHANGE SHALL INDICATE YOUR CONSENT TO THE MODIFICATIONS.

28.4

WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PERSON FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE SERVICES, OR ANY PART OR ELEMENT THEREOF.

29.) RESTRICTIONS

29.1

THE SERVICES ARE ALLOWED TO BE USED ONLY WITHIN THE SCOPE, MEANS AND PURPOSES FOR WHICH THEY WERE CREATED AND MADE AVAILABLE TO YOU. ANY SUCH USE MUST BE DONE IN COMPLIANCE WITH THIS AGREEMENT AND APPLICABLE LAWS.

29.2

YOU ARE NOT PERMITTED TO USE THE WEBSITE AND SERVICES FOR ILLEGAL, HARMFUL, MISLEADING, FRAUDULENT OR OTHER MALICIOUS PURPOSES, OR TO PUBLISH OR COMMUNICATE ANY UNLAWFUL, DEFAMATORY, VIOLENT, HARASSING, SEXUALLY EXPLICIT OR OTHERWISE OBJECTIONABLE CONTENT. YOU ARE PROHIBITED FROM TRANSMITTING MATERIAL OR CONTENT THAT CONTAINS VIRUSES OR OTHER MALICIOUS CODE, OR CONTENT WHICH INFRINGES OR MAY INFRINGE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF THIRD PERSONS.

30.) TERMINATION

WE RESERVE THE RIGHT TO TEMPORARILY SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES AT ANY TIME IN OUR SOLE DISCRETION, WITHOUT INCURRING LIABILITY OF ANY KIND TO YOU FOR:

30.1

YOUR SUSPECTED VIOLATION OF THIS AGREEMENT;

30.2

YOUR USE OF THE SERVICES IN A MANNER THAT MAY CAUSE US TO HAVE LEGAL LIABILITY OR DISRUPT OTHERS’ USE OF THE SERVICES;

30.3

THE SUSPICION OR DETECTION OF ANY MALICIOUS CODE, VIRUS OR OTHER HARMFUL CODE FROM YOU OR IN YOUR ACCOUNT;

30.4

SCHEDULED AND RECURRING DOWNTIME;

30.5

USE OF EXCESSIVE STORAGE CAPACITY OR BANDWIDTH;

30.6

UNPLANNED TECHNICAL PROBLEMS AND OUTAGES; OR

30.7

YOU HAVE CEASED TO OPERATE IN THE ORDINARY COURSE, MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS OR SIMILAR DISPOSITION OF ASSETS, OR BECOME THE SUBJECT OF ANY BANKRUPTCY, REORGANISATION, LIQUIDATION, DISSOLUTION OR SIMILAR PROCEEDING.

30.8

IN ADDITION, WE MAY TERMINATE THIS AGREEMENT AND YOUR RIGHT TO ACCESS AND USE THE SERVICES BY WAY OF CANCELLATION FOR ANY REASON OR NO REASON BY GIVING THIRTY (30) DAYS’ PRIOR NOTICE TO YOU.

30.9

YOU ACKNOWLEDGE AND AGREE THAT IF WE DISABLE YOUR ACCESS, YOU WILL BE PREVENTED FROM USING THE SERVICES AND YOU MAY NOT BE ABLE TO ACCESS INFORMATION ASSOCIATED WITH YOUR ACCOUNT.

31.) ASSIGNMENT

31.1

YOU MAY NOT, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, BY OPERATION OF LAW OR OTHERWISE, ASSIGN OR TRANSFER THIS AGREEMENT OR DELEGATE ANY OF YOUR RIGHTS AND/OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR WRITTEN CONSENT. ANY ATTEMPTED ASSIGNMENT, TRANSFER OR DELEGATION WITHOUT SUCH PRIOR WRITTEN CONSENT WILL BE VOID AND UNENFORCEABLE.

31.2

NOTWITHSTANDING THE FOREGOING, WE, OR OUR PERMITTED SUCCESSIVE ASSIGNEES OR TRANSFEREES, MAY ASSIGN OR TRANSFER THIS AGREEMENT OR DELEGATE ANY RIGHTS OR OBLIGATIONS HEREUNDER WITHOUT CONSENT: (A) TO ANY ENTITY CONTROLLED BY, OR UNDER COMMON CONTROL WITH US, OR OUR PERMITTED SUCCESSIVE ASSIGNEES OR TRANSFEREES; OR (B) IN CONNECTION WITH A MERGER, REORGANISATION, TRANSFER, SALE OF ASSETS OR PRODUCT LINES, OR CHANGE OF CONTROL OR OWNERSHIP OF HYPX, OR ITS PERMITTED SUCCESSIVE ASSIGNEES OR TRANSFEREES.

32.) MISCELLANEOUS

32.1

THIS AGREEMENT APPLIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN CASE SOME PROVISIONS OF THIS AGREEMENT WILL BE DEEMED TO BE ENFORCEABLE OR INVALID BY THE COURT, IT WILL NOT AFFECT OTHER PROVISIONS. WE SHALL REPLACE THE INVALID PROVISIONS WITH SIMILAR TERMS THAT ARE ENFORCEABLE UNDER RELEVANT LAW AND DERIVE FROM THE NATURE OF THE WHOLE CONTRACT.

32.2

THIS AGREEMENT IS IN ENGLISH LANGUAGE, WHICH SHALL PREVAIL TO ITS OTHER POSSIBLE LANGUAGE VERSIONS OF THAT WE MAY PUBLISH. WE WILL MAKE AVAILABLE THE TRANSLATIONS OF THIS AGREEMENT IN CERTAIN OTHER LANGUAGES UPON REQUEST.

32.3

ENGLISH IS ALSO A COMMUNICATION LANGUAGE BETWEEN YOU AND US. WE MAY, BUT ARE NOT OBLIGATED TO COMMUNICATE WITH YOU IN ANY OTHER LANGUAGE THAT YOU POSSESS.

32.4

WE MAY AGREE UPON SPECIAL TERMS, WHICH ARE ALSO AN INSEPARABLE PART OF THIS AGREEMENT. IN CASE OF CONFLICT, THE SPECIAL TERMS SHALL PREVAIL.

32.5

YOU AND US WILL ACT SOLELY AS INDEPENDENT CONTRACTORS. THIS AGREEMENT SHALL NOT BE CONSTRUED AS CREATING AN AGENCY, PARTNERSHIP, JOINT VENTURE, FIDUCIARY DUTY, OR ANY OTHER FORM OF LEGAL ASSOCIATION BETWEEN YOU AND US, AND YOU SHALL NOT REPRESENT TO THE CONTRARY, WHETHER EXPRESSLY, BY IMPLICATION, APPEARANCE OR OTHERWISE.

32.6

WE CAN NOT BE HELD LIABLE FOR BREACH OF AGREEMENT IN CONNECTION WITH ACTS OF GOD, FORCE MAJEURE, DISRUPTION OR TOTAL OR PARTIAL STRIKE OF POSTAL SERVICES AND TRANSPORT AND/OR COMMUNICATIONS, FLOOD, FIRE, ACTS OF TERRORISM, ACTS OF WAR. WE CAN NOT BE HELD LIABLE FOR THE SITE IS UNAVAILABLE DUE TO A TECHNICAL PROBLEM ON THE SERVER HOSTING COMPANY, THE OCCURRENCE OF ANY ABNORMALITY OR DEFECT OF ISP, THE INTERRUPTION OF TRAFFIC. YOU EXPRESSLY AGREE THAT IN CASE OF TERMINATION OF THIS AGREEMENT FOR ANY REASON, THIS CLAUSE WILL SURVIVE.

32.1

FAILURE OF EITHER PARTY TO EXERCISE OR ENFORCE ANY PROVISION OF OR ANY OF ITS RIGHTS UNDER THIS AGREEMENT SHALL NOT BE DEEMED A WAIVER OF FUTURE ENFORCEMENT OF THAT OR ANY OTHER PROVISION OR RIGHT.

33.) RESOLUTION OF DISPUTES

33.1

BEFORE FILING AN OFFICIAL CLAIM AGAINST US, YOU AGREE TO SEEK FOR A SOLUTION INFORMALLY BY CONTACTING US THROUGH CONTACT@HYPX.CO.UK. IF A DISPUTE IS NOT RESOLVED WITHIN 15 DAYS, YOU MAY BRING A FORMAL PROCEEDING. WE PROMISE TO ACT LIKEWISE WITH OUR CLAIMS TO YOU.

33.2

YOU AGREE THAT AFTER THE FAILURE TO RESOLVE THE DISPUTE INFORMALLY AS DESCRIBED ABOVE, ALL DISPUTES, ACTIONS, CLAIMS OR CAUSES OF ACTION RELATED TO THIS AGREEMENT SHALL BE BROUGHT ONLY IN THE COURTS LOCATED IN LISBON, PORTUGAL.

33.3

IN CASE YOU ARE A CONSUMER RESIDING IN EU, YOU CAN ALSO SEEK HELP FROM THE EUROPEAN CONSUMER CENTRE OF YOUR HOME COUNTRY.

33.4

YOU AGREE TO BRING ANY CLAIM RELATED TO THIS AGREEMENT WITHIN ONE YEAR STARTING FROM THE DATE YOU COULD FIRST BRING THE CLAIM. IN CASE YOU ARE A CONSUMER AND IN CASES OF INTENTIONAL BREACH THIS LIMITATION OF CLAIM, THE EXPIRY PERIOD IS NOT APPLICABLE AND EXPIRY PERIOD PROVIDED BY RELEVANT LAW SHALL INSTEAD BE APPLIED.

34.) GOVERNING LAW, JURISDICTION

34.1

THIS AGREEMENT (AND ANY FURTHER RULES, POLICIES OR GUIDELINES INCORPORATED BY REFERENCE THEREIN) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF PORTUGAL, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW.

34.2

THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (VIENNA CONVENTION OF 1980) SHALL NOT BE APPLIED TO THIS AGREEMENT.

35.) OUR CONTACT INFORMATION

**HYPX   
LONDON, UNITED KINGDOM  
VAT NUMBER:   
UK TEL NUMBER:   
CONTACT@HYPX.CO.UK**