# TERMS OF SERVICE

THESE TERMS GOVERNS YOUR USE OF Premenews WEBSITE AND SERVICE. PLEASE READ THE TERMS CONTAINED HEREIN CAREFULLY BEFORE USING THIS SERVICE.

All reference to the 'PremeNews' refers to "PremeNews", "us", "we" or "our". All PremeNews members ("Members"), must comply with these Terms of Service. PremeNews reserves the right to update, modify or amend these Terms at any time, and any such updates, modifications or amendments will be binding on you. This Service has been made available to you through the Discord platform. By using this service, you agree to the terms and conditions available at https://discordapp.com/terms and other policies made available on the platform. You understand that it is your responsibility to read the terms and policies available on the platform.

## **INTRODUCTION**

PremeNews is a platform that provides its members with access to guided information on how to purchase limited items from top brands. We provide you with informational contents and guides to assist in the purchase of limited products before they're out of stock (the "Service"). By registering as a member and creating an account or otherwise using the Service in any way, you agree to the Terms of Service. You expressly understand that we do not own or sell any of the Products described on the information guide will provide to you, and understand that we make no guarantee regarding your use of any and all contents provided through our service. Your use of such content is solely at your discretion and risk. Although we make sure to provide accurate information to assist you in making an informed decision and eliminate the stress of finding how to purchase limited products before they're out of stock, we do not guarantee regarding your use of the information you provide. You represent and expressly warrant that you're competent and have the authority to enter into and be bound by the provisions of the Terms of Service. If you do not agree to the terms contained herein, you're not permitted to use this service.

# **ELIGIBILITY**

To use any part of this Service, you warrant that you're at least 13 years old. You also agree that you: (i) can enter into a Binding Agreement with PremeNews or your parent or legal guardian has read, reviewed and agreed to accept the Terms of Service; (ii) will comply with these Terms of Service and all applicable local, national, and international laws, rules, and regulations. LICENSE We grant you a limited, revocable, non-transferrable and non-exclusive license to use this the Service. This license is personal to you and may not for any reason whatsoever be assigned or sublicensed to any third party or any other entity.

## **MEMBERSHIP AND ACCOUNTS**

To fully use the Service, you will be required to create an account. You must provide us with complete and accurate registration information. You will be responsible for updating your information from time to time. By using the Service, you agree that you will not: (i) operate more than one account (ii) create another account if We have disabled your account, unless you have PremeNews written permission to do so; (iii) buy or sell access to your account without PremeNews written permission; (iv) share your account password; and (v) log in or attempt to access the Service through unauthorised third-party applications or clients. You are solely responsible for all authorised and authorised use of your account. We advise that you keep your login credentials safe from third-party access at all times. Should you notice any irregular activity with your account, do not hesitate to contact us at: premenewsinfo@gmail.com

#### **TERM AND TERMINATION**

The Terms of Service shall commence on the date of your account registration and continues as long as you have an account with PremeNews and continue to use the Service. We may suspend, disable, or delete your account (or any part thereof) or block or remove any content you submit to PremeNews via the Service if PremeNews determines that you have violated any provision of the Terms of Service or for any other reason. If PremeNews disables or deletes your account for the reasons mentioned herein. Upon termination, all licenses granted by PremeNews will terminate, and you understand that you will not be entitled to any refunds for membership fees.

#### **CONTENT RESTRICTIONS**

You agree not to:

- Send or otherwise post unauthorised commercial communications (such as spam) on the Services.
- Collect Users' content or information, or otherwise access the Services, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
- Engage in unlawful multi-level marketing, such as a pyramid scheme, on the Services.
- Upload viruses or other malicious code.
- Solicit login information or Account IDs or access an account belonging to someone else.
- use extreme, derogatory or abusive language or act with hostility.
- insult, mock bully, intimidate, harass, or attack other users based on race, gender, age, occupation, physical or mental health, and opinions. Harassing other users via private messages are considered to be in violation of the aforementioned rules.
- Post content that is hateful, threatening, pornographic or that contains nudity or graphic or gratuitous violence.
- Develop, advertise or otherwise market alcohol-related or other mature content.
- Use PremeNews to do anything unlawful, misleading, malicious, or discriminatory.
- do anything that could disable, overburden, or impair the proper working of PremeNews or the Services, such as a denial of service attack.
- Facilitate or encourage any violations of these Terms of Service.
- Troll/spam other members on this platform
- Provide contents from other platform to members of PremeNews. To make sure we are able to provide a service to our users and customers, we need to make sure our pages are accurate and upto-date. To help us do so, you agree to:
- Be civil, courteous, and respect other members of the platform at all times.
- Keep your Registration Data and contact information accurate and up-to-date.
- Keep your Account IDs and Account information confidential and to not share your login information or Account IDs, let anyone else access your account, or do anything else that might jeopardise the security of your Account.

USER CONTRIBUTIONS TO OUR SERVICES PLEASE READ THIS SECTION CAREFULLY BEFORE UPLOADING OR OTHERWISE TRANSMITTING ANY CONTENT TO THE SITE. IF YOU DO NOT WANT TO GRANT US THE PERMISSIONS SET OUT IN THESE TERMS, PLEASE DO NOT SUBMIT YOUR CONTRIBUTION TO THE SITE.

We may now or in the future enable users to transmit and/or submit (submit) contributions (including without limitation any text, photographs, graphics, video or audio material) to our Services (user Contributions). You remain the owner of the copyright in any original user Contribution that you submit. By submitting any user Contribution to any of our Services and in consideration of us making available to you the opportunity to upload any user Contribution (which you acknowledge as a sufficient benefit to you), you irrevocably and unconditionally grant us free of charge a nonexclusive, worldwide, royalty-free, sub-licensable license of the entire right, title, and interest in and to such user Contribution so that we and any successor may use the user Contribution in any way, including without limitation the right to copy, reproduce, modify, edit, adapt, reformat, translate, create derivative works from, incorporate into other works, transmit, distribute, perform, play, broadcast, commercialise and otherwise make available to the public such user Contribution (whether in whole or in part or copies of the same) in any format or medium currently known or developed in the future for the full period during which such rights subsist (including all renewals, revivals, reversions and extensions of the same) and thereafter to the fullest extent possible in perpetuity. The permission you have granted to us is not exclusive and therefore you may continue to use the user Contribution in any way in any medium, including allowing others to use it, provided such use does not interfere with or impair the rights you have granted to us. You shall be solely responsible for your user Contributions and the consequences of submitting them to our Services. You promise that:

- Nothing in the user Contribution is defamatory, obscene, indecent, pornographic, sexually explicit, harassing, threatening or offensive, incites racial, cultural or religious hatred, impersonates or appears to impersonate any other person, is in contempt of court, violates any law or regulation or encourages conduct that would amount to a criminal offence.
- You will not collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material, data or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with your user Contribution or in connection with your use of our Services, unless you have obtained the express, prior permission to do so;
- the user Contribution does not contain any virus, corrupt file, cancelbot, worm program or other malicious code designed to interrupt, destroy or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, nor any adware, spyware, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information.
- You shall not forge any TCP/IP packet header or part of the header information in any user Contribution for any reason;
- you shall not submit any material or perform any actions that result in the transmission of junk email, chain letters, surveys, contests, pyramid selling schemes, duplicative or unsolicited messages or so-called "spamming" and "phishing"; and
- You hereby waive all moral rights or similar rights now existing or created in the future in any part of the world in respect of any user Contribution and grant to us the non-exclusive, royalty-free worldwide right to use any name, user name, screen name, likeness, photograph, signature and/or biographical material submitted to us by you.

- You shall, and will procure that any necessary third parties shall, do all such further acts and execute and deliver all such other documents as may be reasonably requested by us to confirm the licenses and rights granted under these Terms.
- All User Contributions will be considered non-confidential and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose relevant information to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, their right to privacy or any other country applicable law or regulation. We have the right, but not the obligation, to monitor all content submitted to the Service. If PremeNews believes you are abusing the Service in any way, PremeNews may limit, suspend, or terminate your account and access to the Service, remove any content you have submitted to the Service, remove any special status associated with your account and take technical or legal actions to prevent you from using the Service. We may modify or discontinue the Service at any time. Additionally, PremeNews reserves the right to refuse access to all or part of the Service to you for any reason.

# **Refund Policy**

We are a customer-facing company and we want to ensure that our customers have the best experiences with our services. If you have questions, feel free to create a ticket on our discord server. Please read these terms carefully before purchasing any of our services.

## **STATE OF REFUNDS**

PremeNews is a non-tangible good, as such, we do not issue refunds or exchanges after the service/product has been subscribed to. By subscribing / purchasing, you agree that you understand our subscription policy. Unlike physical goods, electronically distributed services/products are delivered instantly once payment is received it is impossible for you to return a digital service, thus nullifying the possibility of a refund. Accordingly, it is our policy that once we have distributed 29/04/2022 any service/product to a customer, the sale is final. Please be cautious and make sure you know what you are subscribing to / purchasing.

## **TERMS OF USE**

You are not entitled to a refund if you violate any of our terms of use for any of our products/services. Be sure to read the comply with the rules provided by the team in charge of the associated service. In accordance with this, we urge you to act in a civil manner and not doing anything that would be seen as problematic. PERMITTED REFUND CLAUSE Upon refund request, we may investigate refund requests. Please note:

- 1. Please be aware that refunds are decided upon on an individual basis.
- 2. Refunds are only issued to the same email address & the transaction fee will be deducted from the underlying amount.
- 3. Refunds that go beyond our Refund Policy may be subject of a cancellation & processing fee capped at 25% of the Membership fee.
- 4. For subscriptions, only the payment of the last period can be refunded. If you have any more questions or contributions, please reach out to us by creating a ticket on our support server or sending an email to premenewsinfo@gmail.com

#### MEMBERSHIP FEES

By creating an account with PremeNews, you agree to that you will be charged a membership fee every thirty (30) days commencing from the date you sign-up to this service. You will be charged through such payment information you provide to us. By providing payment information to us, you warrant that you own the payment instrument and authorise and our third-party payment processors to charge the monthly membership fees through the payment information you have provided. If at any time we're unable to charge your monthly membership fee due to insufficient funds (or any other reason), our payment processor will try to recharge the due amount on a regular basis.

# **Membership Cancellation:**

You may cancel your subscription at any time through your dashboard. You understand that such cancellation shall be automatic and your access to all our services will be removed at the end of your individual billing period. You may access the dashboard <a href="https://whop.com/premenews/home">https://whop.com/premenews/home</a>. It is your sole responsibility to cancel your membership when you want to stop using this service. If you do not cancel your subscription, you will be charged continuously until you cancel your subscription. You understand that you will not be entitled to any refunds whatsoever for any subscription made through this platform. Cancelling your membership after a failed charge does not waive the fee as you are already within the new billing period.

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## **INDEMNIFICATION**

You will indemnify, defend, and hold harmless PremeNews and its affiliates, directors, officers, employees, and agents, from and against all third party actions that:

- (i) arise from your activities on the Service;
- (ii) assert a violation by you of any term of the Terms of Service; or
- (iii) assert that any content you created using the Service or submitted to PremeNews violates any law or infringes any third party right, including any intellectual property or privacy right.

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## **MODIFICATIONS**

PremeNews reserves the right to modify or revise the Terms of Service at any time and for any reason. PremeNews will use reasonable efforts to notify you of any significant changes to the Terms of Service. Any revised version of the Terms of Service will be effective as of the date it is posted within the Service. Use of the Service after any such revision of the Terms of Service has been posted shall constitute your agreement to the Terms of Service outlined in the revised Terms of Service.

## **COMMUNICATIONS AND NOTICES**

You consent to receive all communications including notices, agreements, disclosures, or other information from PremeNews electronically. PremeNews may provide all such communications by email and by posting them on or within the Service.

#### **RIGHTS AND WAIVERS**

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# **GENERAL PROVISIONS**

The Terms of Service shall be governed by the German laws without regard to principles of conflicts of law. If any provision of the Terms of Service is found to be invalid or unenforceable, then that provision will be severed from the Terms of Service and not affect the validity and enforceability of any remaining provisions. The Terms of Service and Privacy Policy constitutes the entire agreement between PremeNews and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same, whether oral or written. Should you have any question, enquiry or concern regarding your use of this service, you may contact us at premenewsinfo@gmail.com