# **Billing Terms and Conditions**

*Last Updated: 28 June 2021*

READ BEFORE USING. This document (“T&C”) represents an agreement between you and Narwal Intelligence Technology (Dongguan) Co.,Ltd. (“Narwal”): by using the website at www.shop.narwal.com (including solely by purchasing a product or service sold via the website) (“Website”), you represent that you are AT LEAST 18 YEARS OLD, located in the United States of America, and have the capacity and right to agree to, and you do agree to, the terms and conditions herein. IF YOU DO NOT UNDERSTAND OR AGREE TO ONE OR MORE OF THE TERMS OR CONDITIONS, YOU SHOULD NOT USE THE WEBSITE. The T&C grants you certain rights and imposes on you certain obligations; your rights and obligations may be subject to applicable laws and thus vary from jurisdiction to jurisdiction, e.g., certain disclaimers or certain limitations of liability under the T&C may to a certain extent be prohibited by certain applicable laws and therefore will not apply to the extent prohibited. If you have any questions about the T&C or your rights and obligations in connection with the website or products sold via the website, please contact us at hi@narwal.com.

You agree (i) that you may not amend the T&C except to the extent the amendment is in writing and signed by Narwal and (ii) that Narwal may at its discretion and from time to time amend the T&C, such amendment being valid and effective as between you and Narwal from the time it is posted on the Website as long as you use the website (including solely by purchasing a product sold via the Website). You should visit this page from time to time to review the then-current T&C. For the avoidance of doubt, YOUR CONTINUED USE OF THE WEBSITE AFTER CHANGES ARE MADE SHALL BE CONSIDERED YOUR ACCEPTANCE OF ANY AND ALL AMENDMENTS.

1. Use of Website Materials

The Website (including all code, design, text, graphics, content visual material, and all information and other material incorporated into the Website (collectively, “Materials”)), is subject to worldwide copyright, trademark, and other laws and treaties. Narwal and/or other parties have various copyrights in Materials and own various trademarks, trade names, and service marks in Materials (whether or not registered and whether or not marked by “©”, “®”, “tm”, or otherwise), and except as expressly provided herein or another duly executed agreement with you, do not grant any right or license (whether by implication, estoppel, or otherwise) to you under any patents, design patents, trademarks, trade names, service marks, copyrights, trade secret information, or other intellectual property rights.

Narwal authorizes you to view and download copies of the Materials only for your personal, non-commercial use, subject to the following conditions: (i) you agree not to obtain or attempt to obtain any Materials through any means not purposefully made available through the Website (including by using any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm, or methodology, or similar manual process), (ii) you agree to retain, on all copies of Materials downloaded, all copyright and other proprietary notices contained in the Materials; (iii) you agree to not modify Materials in any way or reproduce (including by way of “mirroring” on another server) or publicly display, distribute, or otherwise use Materials for any public or commercial purpose; (iv) you agree to not transfer any Materials to any person (including natural and corporate persons) unless you give each such person notice of, and each such person agrees to accept, the T&C. The authorization automatically terminates upon any breach by you of any part or the T&C and Narwal reserves the right to, at any time and for any reason, change, suspend, or terminate access to and use of the Website (including any account on or associated with the Website).

1. Accuracy of Website Materials

Narwal does not guarantee that the Materials will not contain errors, inaccuracies, or omissions, and reserves the right to, at its discretion and without prior notice, make changes to correct or update the Materials and refuse or cancel any orders containing any error, inaccuracy, or omission, regardless of the status of the order or payment. For example, products shown on the Website may not be available for sale, may have different attributes than those listed, including with respect to price.

1. Links to and from Website

Narwal does not make any representations or warranties with respect to any website you may access through the Website. Irrespective of any link included on the Website, any such other website is independent from Narwal, and Narwal has no control over, or responsibility with respect to, the materials provided or activities undertaken on any such website. If you decide to access any other website through the Website, you do so entirely at your own risk, and subject to any terms and conditions of such other website, which may be different from the T&C.

You agree to not create or maintain any link from another website to any page of the Website, and to not run or display any part of the Website in frames or through similar means on another website, without our prior written permission from Narwal. You further agree to comply with all applicable law in connection with any actions permitted according to the preceding sentence.

1. Content from You

You agree that, for any and all content (including but not limited to text, images, and sounds), as well as the know-how, techniques, and other ideas underlying the content, that you transmit in any way to or through the Website (“User Content”):

* Such User Content will not be unlawful, threatening, defamatory, invasive of privacy, libelous, obscene, pornographic, profane, infringing of intellectual property rights, or constitutive of or encouraging of conduct that would be considered a criminal offense or give rise to civil liability or that would otherwise violate any law.
* Such User Content will not constitute commercial solicitation, political campaigning, or advertising or promotion, or any other form of unauthorized solicitation.
* Such User Content will not contain software viruses, Trojan horses, worms, time bombs, cancelbots, or any other computer code or files that are designed to disrupt, damage, circumvent or otherwise interfere with the proper functioning of the Website or any software or hardware.
* Such User Content will not provide, without proper authorization, any non-public information about Narwal or any of its affiliates or any other company or person.
* You will not impersonate any person or entity, including but not limited to an employee of Narwal or any of its affiliates, or otherwise misrepresent the origin of such User Content.
* You will not probe, scan, or test the vulnerability, or breach the security or authentication measures, of the Website or any network connected to the Website, nor reverse look-up or trace any information of any other visitor or user of the Website.
* You own or otherwise control all the rights to User Content and have the capacity and authority to freely transfer all such rights to the extent permitted by applicable law.
* Such content will be Narwal’s property and Narwal may copy, incorporate, modify, display, publish, redistribute, license, and sublicense, as well as otherwise use such User Content, for any purpose (including but not limited to commercial as well as non-commercial purposes), in any way, and at any time (including but not limited to after the termination of the T&C), subject to Narwal’s [**Privacy Policy**](https://shop.narwal.com/pages/narwal-privacy-policy) and applicable law, and you waive (i) any right to confidentiality or other protections to such User Content and (ii) any right to any fee, compensation, reimbursement or other remuneration for the User Content and/or any use thereof by Narwal. To the extent applicable law limits any of the above with respect to such User Content, you hereby grant Narwal a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Content throughout the world in any media. You hereby waive all “moral rights” in all such User Content. You also hereby waive all rights to make any claims against Narwal and/or its affiliates relating to unsolicited submissions, including but not limited to claims based on unfair competition, breach of implied contract, or breach of confidentiality. Narwal does not waive any right to use your idea, similar ideas, or related ideas previously known to Narwal, independently developed by Narwal, or obtained from other sources.
* Narwal may, but is not obligated to, monitor User Content and, in addition to any remedies that Narwal may have at law or in equity, if Narwal determines, in its sole discretion, that any of your representations or agreements in this section 4 are in breach, Narwal may take any action Narwal deems necessary to cure or prevent the violation, including but not limited to immediately removing any User Content from the Website.
* In any event, Narwal believes it necessary to comply with applicable law, to protect the rights and interests of Narwal, any of its affiliates, or any of Narwal’s or any of its affiliates’ employees, to protect Narwal’s users from fraudulent, abusive, or unlawful conduct, or to respond to or prevent an emergency involving immediate danger of death or serious physical injury to any person, Narwal may release any User Content to any government authorities, courts, and/or other appropriate third parties.
* You will indemnify, hold harmless, and defend Narwal and its affiliates for any claims, damages, and other losses (including but not limited to goodwill and including but not limited to fees of arbitration institutions, arbitrators, courts, attorneys, accountants, and other third parties) suffered by Narwal or any of its affiliates as a result of any breach of any of your representations and agreements in this section 4.
* NARWAL HAS NO OBLIGATION TO REVIEW, DISPLAY, RESPOND TO, USE, OR RETURN ANY USER CONTENT AND TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT POSTED BY YOU OR ANY THIRD PARTY.

1. No Warranty for Website

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NARWAL PROVIDES THE WEBSITE (INCLUDING BUT NOT LIMITED TO MATERIALS AND ANY USER CONTENT) “AS-IS” AND, ON BEHALF OF ITSELF AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS, AND ASSIGNS, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, including but not limited to the warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, and non-infringement of third-party rights as well as any warranty arising out of any information, advice, proposal, specification, or sample provided by Narwal or any of THE ABOVE-MENTIONED PARTIES. Narwal does not guarantee any specific result from use of the Website (INCLUDING BUT NOT LIMITED TO MATERIALS OR ANY USER CONTENT) nor that the Website (INCLUDING BUT NOT LIMITED TO MATERIALS OR ANY USER CONTENT), OR any part thereof or any use thereof, will be timely, uninterrupted, error-free, or secure (including without limitation from data intrusion, computer viruses, or other harmful code).

1. Limitation of Liability for Website

You agree that your use of the Website, materials, and any user content, and any and all part(s) thereof, is at your own discretion and risk. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NARWAL AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS, AND ASSIGNS WILL NOT BE LIABLE (INCLUDING WITHOUT LIMITATION VIA VICARIOUS LIABILITY) FOR ANY DAMAGE OR LOSS (INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, AND SPECIAL DAMAGES AND LOST PROFIT AND LOST DATA) ARISING OUT OF OR CONNECTED WITH THE WEBSITE (INCLUDING BUT NOT LIMITED TO MATERIALS AND ANY USER CONTENT), OR ANY PART THEREOF OR ANY USE THEREOF OR ANY INABILITY TO USE ANY OF THE FOREGOING, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT NARWAL AND/OR ANY OF ITS AFFILIATES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO PERSONAL INJURY CLAIMS OR CLAIMS FOR CONSUMER FRAUD. IN THE EVENT OF ANY PROBLEM WITH YOUR USE OF THE WEBSITE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE WEBSITE. To the extent the preceding limitation of liability is invalid or ineffective, then to the maximum extent permitted by applicable law, in no event will the total cumulative liability of Narwal and/or its affiliates arising out of or connected with the Website (including but not limited to Materials and any User Content), or any part thereof or any use thereof or any inability to use any of the foregoing, exceed the monetary amount actually paid by you to Narwal or Narwal’s authorized reseller. NOTHING IN THE T&C ATTEMPTS TO OR WILL LIMIT THE LIABILITY OF NARWAL OR ANY OF ITS AFFILIATES BEYOND THE EXTENT PERMITTED BY APPLICABLE LAW.

1. Purchases from Website

Products/Services and Attributes. Narwal makes all reasonable efforts to ensure the accuracy of all descriptions and depictions of any attribute of any product or service of sold or promoted by Narwal or any of its affiliates through the Website (“Product/Service”); however, certain measurements and similar descriptions are approximations, and we cannot guarantee the accuracy of your screen’s depiction of colors. Narwal reserves the right, at its sole discretion and without notice, to make any change to any Product/Service, or attribute thereof (including but not limited to price).

Availability and Use. The description or depiction of any Product/Service on the Website does not guarantee the Product/Service is available to be ordered or purchased. You agree that you are not ordering or purchasing, and you will not use or allow any third party to use, any Product/Service for any purpose other than personal uses and that if you make any commercial use of any Product/Service (including but not limited to reselling Product/Services), without limiting any other remedies Narwal or any of its affiliates may have, you will pay to Narwal or its designee the full amount of any promotional value or rebate that was applied to the purchase of such Product/Service or granted to you in connection with such purchase. You agree to ascertain and comply with all applicable law (including but not limited to U.S. federal, state, local, and international laws and including but not limited to minimum age requirements and export control laws) in connection with the purchase, possession, use, and transfer of any Product/Service and to indemnify, hold harmless, and defend Narwal, its affiliates, and its service providers for any failure by you to comply with the foregoing.

Territory. The products and services described and/or depicted on the Website are for viewing, ordering, and dispatch exclusively within the United States of America. (Due to delivery reasons, the following US areas are temporarily not shipped: American Samoa, Micronesia, Guam, Marshall Islands, Northern Mariana Islands, Palau, U.S. Virgin Islands, Armed Forces Americas, Armed Forces Europe, Armed Forces Pacific, Puerto Rico, Alaska, Hawaii.)

Orders. Any electronic order you place through the Website is an offer to make a purchase; Narwal reserves the right, in its sole discretion, to not accept any or all offers. After you submit an order, you may receive an e-mail confirming that the order has been received by Narwal; the e-mail confirmation does not constitute acceptance of your order. Narwal reserves the right at any time after receipt of your order to accept or decline your order for any reason, regardless of whether your order has been confirmed or your credit card has been charged. If your order is declined or cancelled are you have been charged by Narwal, any of its affiliates, or any of its service providers in connection with an order, you will promptly receive a refund of the charge(s) in connection with that order from one of its affiliates, or one of its service providers.

Pricing & Payment. Pricing, including but not limited to with respect to tax, is subject to application law. Payment is made at your own risk, and if any payment in connection with an order is rejected for any reason, that order will not be processed.

Acceptable Methods of Payment. Credit Card (Visa, Mastercard, American Express), PingPongPay, Paypal.

Ownership. Title and any other ownership right of any ordered product or service will not pass until after payment in full for that product or service is received by Narwal, one of its affiliates, or one of its service providers according to Narwal’s internal payment policies; risk of loss or damage to any physical Product you purchase will pass from when it leaves the warehouse(s) of Narwal.

Shipping. The shipping of any Product/Service is subject to the [**Shipping Policy**](https://shop.narwal.com/pages/shipping).

Product/Service Warranty, Returns, & Exchanges. A Product/Service may be subject to a warranty and may be returnable and/or exchangeable, determined according to the [**Return & Warranty Policy**](https://shop.narwal.com/pages/after-sales-policy). OTHER THAN AS PROVIDED IN THE [**RETURN & WARRANTY POLICY**](https://shop.narwal.com/pages/after-sales-policy) OR ANOTHER AGREEMENT WITH YOU, NARWAL, ON BEHALF OF ITSELF AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS, AND ASSIGNS, DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL WARRANTIES WITH RESPECT TO THE PRODUCTS/SERVICES, including but not limited to the warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, and non-infringement of third-party rights as well as any warranty arising out of any information, advice, proposal, specification, or sample provided by Narwal or any of THE ABOVE-MENTIONED PARTIES.

Limitation of Liability for Products/Services. OTHER THAN AS PROVIDED IN THE [**RETURN & WARRANTY POLICY**](https://shop.narwal.com/pages/after-sales-policy) OR ANOTHER AGREEMENT WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NARWAL AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS, AND ASSIGNS WILL NOT BE LIABLE (INCLUDING WITHOUT LIMITATION VIA VICARIOUS LIABILITY) FOR ANY DAMAGE OR LOSS (INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, AND SPECIAL DAMAGES AND LOST PROFIT AND LOST DATA) ARISING OUT OF OR CONNECTED WITH ANY PRODUCT/SERVICE, OR ANY PART THEREOF OR ANY USE THEREOF OR ANY INABILITY TO USE ANY OF THE FOREGOING, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT NARWAL AND/OR ANY OF ITS AFFILIATES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO PERSONAL INJURY CLAIMS OR CLAIMS FOR CONSUMER FRAUD. To the extent the preceding limitation of liability is invalid or ineffective, then to the maximum extent permitted by applicable law, in no event will the total cumulative liability of Narwal and/or its affiliates arising out of or connected with any product/service, or any part thereof or any use thereof or any inability to use any of the foregoing, exceed the monetary amount actually paid by you to Narwal or Narwal’s authorized reseller. NOTHING IN THE T&C ATTEMPTS TO OR WILL LIMIT THE LIABILITY OF NARWAL OR ANY OF ITS AFFILIATES BEYOND THE EXTENT PERMITTED BY APPLICABLE LAW.

1. Third-Party Service Providers

Narwal and/or one or more of its affiliates engage(s) or cooperate(s) with third-party service providers in connection with the Website, including without limitation for website hosting, payment processing, and shipping and other logistics.

In using the Website (including but not limited to Materials and any User Content) and/or any Products/Services, you may elect to use products or services of third parties: you use of such third-party products or services is subject to any terms and conditions agreed to between you and any such third-party service provider, and ceasing to use the Website (including but not limited to Materials and any User Content) and/or returning or ceasing to use any Products/Services does not necessarily or automatically release you from any agreement between you and any such third-party service provider. NARWAL AND ITS AFFILIATES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS, AND ASSIGNS MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY PRODUCT OR SERVICE OF ANY THIRD PARTY AND SPECIFICALLY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AS WELL AS ANY WARRANTY ARISING OUT OF ANY INFORMATION, ADVICE, PROPOSAL, SPECIFICATION, OR SAMPLE PROVIDED BY NARWAL OR ANY OF THE ABOVE-MENTIONED PARTIES.

1. Notices

You agree to send any notices to Narwal at hi@narwal.com and that any notice to you, when it cannot be deemed sufficient by posting on the Website, may be provided by email to any email address that you registered with Narwal as well as any other method of notice permitted under applicable law.

1. Assignment

You agree not to assign, to any third party, any rights or obligations you have or may have under the T&C and that any attempted assignment by you will be null, void, and without effect. You agree that Narwal may, at its sole discretion and without any consent from or notification to you, assign any of its rights and any of its obligations under the T&C to any affiliate of Narwal, which may likewise assign any right or obligation assigned to it.

1. Waiver

You agree that no waiver by Narwal of any of its rights under the T&C will be effective except if in writing and that any waiver or failure by Narwal to exercise or enforce any of its rights under the T&C will not constitute a waiver of any other of Narwal’s right or of another exercise or enforcement of the right waived or failed to be exercised or enforced.

1. Severability

You agree that if any part of the T&C is deemed invalid or cannot be enforced in any instance, such part will in that instance be interpreted or changed to accomplish the objectives of the part to the greatest extent possible under applicable law and the T&C will not be affected in any other way.

1. Interpretation

The headings of the sections of the T&C are for convenience and you agree they will not be used in interpreting the T&C or any part thereof.

1. Integration

This document represents the complete agreement concerning the subject matter hereof, and any and all other understandings and communications, oral and written, concerning the same subject matter are merged into and superseded by this document, except as expressly provided in the T&C. You agree that no such understanding or communication will have any force or effect and that you will not refer to any such understanding or communication in any proceeding arising out of or in connection with the T&C.

1. Governing Law and Dispute Resolution

Narwal welcomes all complaints and seeks to resolve them most efficiently through its customer service, which you can reach by emailing hi@narwal.com.

You agree that the T&C and any and all dispute(s), claim(s), and other legal action(s) arising out of or connected with it, the Website (including but not limited to Materials and any User Content), or any Product/Service will be interpreted and governed by the laws of Delaware, without regard to its conflict of law principles. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. Notwithstanding the foregoing, Narwal may apply for injunctive remedies (or an equivalent) in any court of competent jurisdiction.

You agree that you will not bring any action or proceeding arising out of or connected with the T&C, the Website (INCLUDING BUT NOT LIMITED TO MATERIALS AND ANY USER CONTENT), or any product/service before any court, arbitration institution, arbitral tribunal, or other legally cognizable tribunal or adjudicator except for JAMS, in which case (i) the action or proceeding will be subject to the rules of JAMS effective at the time of initiation of the action or proceeding, (ii) the seat of the arbitration will be Delaware, and (iii) the language of the arbitration will be English. You agree that if you are the losing party, you will reimburse Narwal for any and all costs and expenses it incurred in relation to the arbitration (including but not limited to fees paid to the arbitration institution, to the arbitrators, and to attorneys, accountants, and other experts).

WHAT IS ARBITRATION: Arbitration differs from a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by one or more individuals who issue an award that can provide for more or less the same damages and relief that a court can and that can generally be enforced by a court if not complied with voluntarily. Thus, you agree that you are waiving your right to sue or go to court to secure relief, and instead agree to arbitration as stated in the EULA. If any term of this arbitration agreement is found unenforceable, the unenforceable term shall be severed, and the remaining arbitration terms shall be enforced.

ARBITRATION PROCEDURES: The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. If there is a conflict between the applicable rules of JAMS and the rules in the EULA, the latter will govern. The rules JAMS and instructions for how to initiate an arbitration are available from JAMS at http://www.jamsadr.com and 1-800-352-5267.

NO CLASS ACTIONS: You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action, whether in the form of a class action, class arbitration, private attorney general action, or otherwise.

YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE. You may opt out of arbitration by, no later than 30 days after the date you first accept the EULA, emailing hi@narwal.com providing the following information: (1) your full name; (2) your address; (3) your phone number; (4) your account info (not including your password) in the App; and (5) a clear statement that you wish to opt out of the agreement to arbitrate in the EULA. If you opt out of arbitration, you (A) agree to submit to the exclusive jurisdiction and venue of state and federal courts of competent jurisdiction located in Delaware and (B) waive your right to a jury trial and agree to any dispute being adjudicated solely by a judge.

WAIVER OF JURY TRIAL: YOU HEREBY WAIVE ANY AND ALL RIGHT(S) YOU MAY HAVE FOR A JURY TRIAL.