

## TERMS AND CONDITIONS OF SERVICE

### GENERAL INFORMATION

This website is operated by **WINGS MOBILE USA INC** Throughout the site, the terms "**we**", "**us**" and "**our**" refer to **WINGS MOBILE USA INC**

**WINGS MOBILE USA INC** offers this website, including all the information, tools and services available to you on this site, the user, is conditioned to the acceptance of all the terms, conditions, policies and notifications established herein.

By visiting our site and / or purchasing something from us, you participate in our "Service" and accept the following terms and conditions ("Terms of Service", "Terms"), including all additional terms and conditions and the policies to which Referenced herein and / or available through hyperlinks. These Terms of Service apply to all users of the site, including without limitation to users who are browsers, providers, customers, merchants, and / or content contributors.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you are accepting the Terms of Service. If you do not agree with all the terms and conditions of this agreement, then you should not access the website or use any of the services. If the Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools that are added to the current store will also be subject to the Terms of Service. You can review the updated version of the Terms of Service, at any time on this page. We reserve the right to update, change or replace any part of the Terms of Service by posting updates and / or changes on our website. It is your responsibility to check this page periodically to verify changes. Your continued use or access to the website after any changes are posted constitutes acceptance of those changes.

Our store is hosted on [www.wingsmobile.com](http://www.wingsmobile.com) online e-commerce platform, which allows us to sell you our products and services.

### SECTION 1 - ONLINE STORE TERMS

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and that you have given us your consent to allow any of your dependents minors use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in use of the Service, violate any law in your jurisdiction (including, but not limited to copyright law).

You must not transmit worms, viruses or any code of a destructive nature.

Failure or violation of any of these Terms will result in the immediate cessation of your Services.

## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse the provision of service to any person, for any reason and at any time.

You understand that your content (not including your credit card information), can be transferred without encryption and involve (a) transmissions through various networks; and (b) changes to adjust or adapt to the technical requirements of connecting networks or devices. Credit card information is always encrypted during the transfer through the networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any part of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express permission by written from us.

The titles used in this agreement are included for convenience only and do not limit or affect these Terms.

## **SECTION 3 - ACCURACY, EXHAUSTIVITY AND CURRENT INFORMATION**

We are not responsible if the information available on this site is not exact, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for decision-making without first consulting more accurate, complete, or timely information. Any dependence on this site is at your own risk.

This site may contain certain historical information. Historical information is not necessarily current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes on our site.

## **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

The prices of our products are subject to change without notice.

We reserve the right to modify or discontinue the Service (or any part of the content) at any time without prior notice.

We will not be liable to you or any third parties for any modification, price change, suspension or discontinuance of the Service.

## **SECTION 5 - PRODUCTS OR SERVICES (if applicable)**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and be subject to return or exchange according to our return policy only.

We have made the effort to display the colors and images of our products, in the store, with the highest possible color accuracy. We cannot guarantee that your computer monitors display colors accurately.

We reserve the right, but are not obligated, to limit sales of our products or services to any person, geographic region, or jurisdiction. We can exercise this right based on each case. We reserve the right to limit the quantities of the products or services we offer. All product descriptions or product prices are subject to change at any time without notice, in our sole discretion. We reserve the right to discontinue any product at any time. Any offer of product or service made on this site is void where prohibited.

We do not guarantee that the quality of the products, services, information or other material purchased or obtained by you meets your expectations, or that any error in the Service will be corrected.

## **SECTION 6 - BILLING ACCURACY AND ACCOUNT INFORMATION**

We reserve the right to reject any order you place with us. We may, at our discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and / or orders that use the same billing and / or shipping address.

In the event that we make a change or cancel an order, we may attempt to notify you by contacting you via email and / or the billing address / telephone number provided at the time the order was placed. We reserve the right to limit or prohibit orders that, in our judgment, appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete and accurate information on the purchase and account used for all purchases made in our store. You agree to quickly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you when necessary.

For more details, please review our Returns Policy.

## **SECTION 7 - OPTIONAL TOOLS**

We may provide you with access to third-parts tools that we do not monitor and over which we have no control or input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without warranties, representations, or conditions of any kind and without endorsement. We will not have any responsibility derived from or related to your use of tools provided by third parts.

Any use you make of the optional tools offered through the site at your own risk and discretion and you must ensure that you are familiar with and approve of the terms under which these tools are provided by the third-part providers.

It is also possible that, in the future, we will offer you new services and / or features through the website (including the launch of new tools and resources). These new features and / or services will also be subject to these Terms of Service.

## **SECTION 8 - THIRD PART LINKS**

Certain content, products and services available via our Service may include material from third parts.

Third part links on this site may direct you to third part websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not guarantee or have any obligation or liability for any third-part material or websites, or for any third-part material, products or services.

We are not responsible for any damage or damages related to the acquisition or use of goods, services, resources, content, or any other transaction made in connection with third part websites. Please review carefully the policies and practices of third parts and make sure you understand them before participating in any transaction. Complaints, claims, concerns or questions regarding third part products should be directed to the third part.

## **SECTION 9 - USER COMMENTS, COLLECTION AND OTHER SHIPMENTS**

If, at our request, you submit certain specific submissions (for example, participation in contests) or without our request, you submit creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by mail postcard, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate, or otherwise use comments you have submitted to us. We have and will not have any obligation (1) to keep any comments confidential; (2) to pay compensation for comments; or (3) to respond to comments.

We may, but have no obligation to, monitor, edit or remove content that we consider to be illegitimate, offensive, threatening, libelous, defamatory, pornographic, obscene or objectionable or violates the intellectual property of any part or the Terms of Service.

You agree that your comments will not violate the rights of third parts, including copyright, brand, privacy, personality or other personal or property rights. Likewise, you agree that your comments do not contain defamatory or illegal, abusive or obscene material, or contain computer viruses or other malware that could, in any way, affect the operation of the Service or any related website. You cannot use a false email address, use another identity that is not legitimate, or deceive third parts or us regarding the origin of your comments. You are solely responsible for the comments you make and their accuracy. We are not responsible and assume no obligation regarding comments posted by you or any third part.

## **SECTION 10 - PERSONAL INFORMATION**

Your presentation of personal information through the site is governed by our Privacy Policy. To see our Privacy Policy.

#### **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may be related to product descriptions, prices, promotions, offers, product shipping costs, transit time and availability. We reserve the right to correct errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Service or on any related website is inaccurate at any time without notice (even after you have submitted your order).

We do not assume any obligation to update, correct or clarify the information on the Service or on any related website, including, without limitation, the price information, except when required by law. No updated specification or update date applied on the Service or on any related website should be taken to indicate that all information on the Service or on any related website has been modified or updated.

#### **SECTION 12 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, the use of the site or its content is prohibited: (a) for any illegal purpose; (b) to ask others to carry out or participate in illegal acts; (c) to violate any regulations, rules, international, federal, provincial or state laws, or local ordinances; (d) to infringe or violate the intellectual property right of us or of third parts; (e) to harass, abuse, insult, harm, defame, slander, discredit, intimidate or discriminate on the basis of gender, sexual orientation, religion, ethnicity, race, age, national origin or disability; (f) to present false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that is or can be used in any way that could compromise the functionality or operation of the Service or any related website, other sites or the Internet; (h) to collect or track personal information of others; (i) to generate spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security elements of the Service or any related website, other sites or the Internet. We reserve the right to suspend use of the Service or any related website for violating any of the prohibited use items.

#### **SECTION 13 - EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee or guarantee that the use of our service will be uninterrupted, punctual, safe or error-free.

We do not guarantee that the results that can be obtained from the use of the service will be exact or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time without notice.

You expressly accept that the use of, or the possibility of using, the service is at your own risk. The service and all the products and services provided through the service are (except as expressly stated by us) provided "as is" and "as available" for your use, without any representation, guarantees or conditions of any kind, whether express or implied, including all implied warranties or terms of merchantability, marketable quality, fitness for a particular purpose, durability, title and non-infringement.

In no event will **WINGS MOBILE USA INC**, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any damage, loss, claim, or direct, indirect, incidental, punitive damages, or consequential damages of any kind, including, without limitation, loss of profit, loss of income, loss of savings, loss of data, replacement costs, or any similar damages, whether based on contract, tort (including negligence), liability strictly or otherwise, as a consequence of the use of any of the services or products acquired through the service, or for any other claim related in any way with the use of the service or any product, including but not limited to any error or omission in any content, or any loss or damage of any kind incurred as a result of using the service or any content (or product) published, transmitted, or made available through the service, even if notified of its possibility. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability will be limited to the maximum extent permitted by law.

#### **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless **WINGS MOBILE USA INC** and our parents, subsidiaries, affiliates, partners, officers, directors, agents, contractors, dealers, service providers, subcontractors, suppliers, interns and employees, of any claim or demand, including reasonable attorneys' fees, made by any third part due to or as a result of your breach of the Terms of Service or of the documents incorporated by reference, or the violation of any law or the rights of a third part.

#### **SECTION 15 - SEVERABILITY**

In the event that it is determined that any provision of these Terms of Service is illegal, null or unenforceable, said provision will, however, be effective in obtaining the maximum measure permitted by applicable law, and the non-enforceable part will be considered separate from these Terms of Service, such determination will not affect the validity of the other remaining provisions.

#### **SECTION 16 - TERMINATION**

The obligations and responsibilities of the parts that have been incurred prior to the termination date will survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by you or us. You can terminate these Terms of Service at any time by notifying us that you no longer wish to use our services, or when you stop using our site.

If, in our judgment, you fail, or are suspected of failing, in complying with any term or provision of these Terms of Service, we may also terminate this agreement at any time without notice, and you will remain responsible for all amounts due until including the date of termination; and / or consequently we can deny you access to our services (or any part of it).

#### **SECTION 17 - COMPLETE AGREEMENT**

Our failure to exercise or assert any right or provision of these Terms of Service will not constitute a waiver of such right or provision.

These Terms of Service and the policies or operating rules published by us on this site or with respect to the Service constitute the entire agreement and understanding between you and us and govern the use of the Service and supersede any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior version of the Terms of Service).

Any ambiguity in the interpretation of these Terms of Service will not be interpreted against the writing group.

#### **SECTION 18 - LAW**

These Terms of Service and any separate agreements in which we provide services to you will be governed by and construed in accordance with the laws of the United States.

#### **SECTION 19 - CHANGES TO THE TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time on this page.

We reserve the right, in our sole discretion, to update, modify or replace any part of these Terms of Service by posting updates and changes on our website. It is your responsibility to check our website periodically to verify changes. Continued use of or access to our website or Service after any changes to these Terms of Service are posted implies acceptance of those changes.

#### **SECTION 20 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent by entering **[www.wingsmobile.com](http://www.wingsmobile.com)**