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# **Terms of Service**

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#### **OVERVIEW**

This website is operated by Cibelle Limited. Throughout the site, the terms "we", "us" and "our" refer to Cibelle Limited. Cibelle Limited offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

When you visit our website and/or purchase something from us, you are participating in our "Service" and agree to be bound by the following terms and conditions ("Terms of Use", "TOS"), including any additional terms, conditions and policies referenced herein and/or available via hyperlink. These Terms of Use apply to all users of the Website, including but not limited to users who are browsers, vendors, customers, merchants and/or content providers.

Please read these Terms of Use carefully before accessing or using our Website. By accessing or using any part of the Website, you agree to be bound by these Terms of Use. If you do not agree to all of the terms and conditions of this Agreement, do not access the Website or use the Services. If these Terms of Use are considered an offer, acceptance is expressly limited to these Terms of Use.

Any new features or tools added to the current offering will also be subject to the Terms of Use. You can view the most current version of the Terms of Use at any time on this page. We reserve the right to update, modify or replace any part of these Terms of Use.

#### SECTION 1 - TERMS AND CONDITIONS OF ONLINE STORAGE

By agreeing to these Terms of Use, you represent that you are at least the age of majority in the state or province in which you reside and that you have given us permission to allow your minor dependents to use this Site.

You may not use our products for any illegal or unauthorized purpose, nor may you violate any laws in your jurisdiction (including, without limitation, copyright laws) while using the Service.

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

Violation or breach of any of the Terms will result in immediate termination of your Services.

### SECTION 2 - GENERAL TERMS AND CONDITIONS

We reserve the right to refuse service at any time for any reason.

You acknowledge that Your Content (other than credit card information) is transmitted unencrypted and (a) may involve transmission over different networks and (b) modifications may be required to meet technical requirements when connecting networks or devices. Credit card information is always encrypted when transmitted over networks.

You agree not to reproduce, duplicate, copy, sell, resell or use any portion 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 written permission from us.

The titles used in this Agreement are for convenience only and are not intended to limit or restrict your use of the Service.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION.

We are not responsible if the information on this website is not accurate, complete or up to date. The material on this website is for general information purposes only and should not be relied upon as the sole basis for making decisions without consulting primary, more accurate, more complete or more up-to-date sources of information. Use of the material on this site is at your own risk. This site may contain certain historical information. Historical information is necessarily not current and is provided for reference only. We reserve the right to change the content of this site at any time, but are under no obligation to update the information on our site. You agree that it is your responsibility to be aware of any changes to our site.

SECTION 4 - CHANGES IN SERVICES AND PRICES

The prices of our products are subject to change.

We reserve the right to change or discontinue the Service (or any part or content thereof) at any time without notice.

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

Conclusion of the contract

The presentation of the products in Muse Vancouver does not constitute a legally binding offer, but a non-binding online catalogue. By clicking the "Buy" button, you make an offer to conclude a purchase contract. A confirmation of receipt of your order follows immediately after sending by an automated e-mail. This e-mail confirmation does not constitute acceptance of the contract.

Warrantv

The statutory warranty rights apply.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may only be available online through the Website. These products or

services may only be available in limited quantities and may only be returned or exchanged in accordance with our returns policy.

Every effort has been made to represent as accurately as possible the colours and images of our products seen in Muse Vancouver. We cannot guarantee that the display of colours on your computer monitor will be accurate.

We reserve the right, but have no obligation, to restrict the sale of our products or services to any particular person, geographic area or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services we offer. All descriptions of products or prices of products are subject to change at any time

without notice and at our sole discretion. We reserve the right to discontinue any product at any time.

Any offer for a product or service on this website is void where prohibited.

We do not guarantee that the quality of any product, service, information or other material you purchase or receive will meet your expectations or that any errors in service will be corrected. All our products are shipped directly to the consumer from our supplier in China. Any charges such as customs duties, import duties are the responsibility of the consumer.

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

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel purchase quantities per person, per household or per order. These limitations may apply to orders placed from or under the same customer account, the same credit card and/or orders with the same billing and/or shipping address. In the event that we change or cancel an order, we may attempt to notify you by contacting the email address and/or billing address/phone number you provided at the time the order was placed. We reserve the right to restrict or prohibit orders that, in our sole discretion, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases you make from Muse Vancouver. You agree to promptly update your account and other information, including your email address and credit card numbers and expiry dates, so that we may complete your transactions and contact you as needed.

For more details, please see our Return Policy.

#### SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third party tools over which we have no control or authority. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions and without any endorsement. We do not accept any liability arising out of or in connection with your use of any Optional Third Party Tools.

Any use by you of optional tools offered through the Website is at your own risk and discretion and you should ensure that you are familiar with and agree to the terms on which the tools are offered by

the relevant third party provider(s).

#### SECTION 8 - LINKS TO THIRD PARTY PROVIDERS

Certain content, products and services available through our Service may contain material from third parties.

Third party links on this website may take you to third party websites that are not affiliated with us. We are not responsible for verifying or evaluating the content or accuracy, and we do not warrant or assume any liability or responsibility for the third party material or websites or any other third party material, products or services.

We are not liable for any damages or harm in connection with the purchase or use of any goods, services, resources, content or other transactions made in connection with any third party websites. Please read the third party provider's policies and practices carefully and make sure you understand them before making any transaction. Complaints, claims, concerns or questions about Third Party Provider products should be directed to the Third Party Provider.

#### SECTION 9 - COMMENTS, FEEDBACK AND OTHER USER SUBMISSIONS.

If you send certain submissions (e.g., contest entries) or send unsolicited creative ideas, suggestions, proposals, plans or other materials at our request, whether online, by email, by post or otherwise (collectively, "Comments"), you agree that we may edit, copy, publish, distribute, translate and otherwise use the Comments you send in any medium at any time without restriction. We are not and will not be obligated to (1) keep any Comments confidential; (2) pay any compensation for any Comments; or (3) respond to any Comments. We have the right, but not the obligation, to monitor, edit or remove any content that we, in our sole discretion, deem to be unlawful, offensive, threatening, defamatory, pornographic, obscene or otherwise objectionable, or that violates any party's intellectual property or these Terms of Use.

You agree that your comments will not infringe the rights of any third party, including copyright, trademark, privacy, personal rights or any other personal or proprietary rights. You further agree that your Comments will not contain defamatory or otherwise unlawful, offensive or obscene material and will not contain computer viruses or other malware that could in any way interfere with the operation of the Service or any related website. You must not use a false email address, impersonate anyone other than yourself or otherwise mislead us or any third party as to the origin of your Comments. You are solely responsible for all your comments and their accuracy. We take no responsibility and shall not be liable for any Comments posted by you or any third party.

Any special additional customs clearance charges and/or import duties are not included in the price and are the responsibility of the customer.

#### SECTION 10 - PERSONAL INFORMATION

The provision of personal information via the Store is subject to our Privacy Policy. To view our Privacy Policy.

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

Occasionally, our website or service may contain information that includes typographical errors, inaccuracies or omissions, which may relate to product descriptions, prices, promotions, offers, product shipping costs, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update any information or cancel any order if any information on the Service or any related website is inaccurate at any time and without notice (including after you have submitted your order).

We do not undertake any obligation to update, amend or clarify any information on the Service or any related website, including but not limited to pricing information, unless we are required to do so by law. No stated update or refresh date applied to the Service or any related website may be used to indicate that any information on the Service or any related website has been changed or updated.

#### SECTION 12 - PROHIBITED USES

In addition to any other prohibitions set forth in the Terms of Use, you are prohibited from using the Site or its Content: (a) for any unlawful purpose; (b) encourage or participate in any unlawful activity by others; (c) violate any international, federal, provincial or state regulation, rule, law or local ordinance; (d) infringe our intellectual property rights or the intellectual property rights of others; (e) harass, abuse, insult, defame, slander, disparage, intimidate or discriminate on the basis of gender, sexual orientation, religion, ethnicity, race, age, national origin or disability; (f) provide false or misleading information; (g) upload or transmit viruses or any other type of malicious code that is or may be used in a manner that disrupts the functionality or operation of the Service or any related website, other websites or the Internet (h) to collect or track personal information of others; (i) for spam, phishing, pharm, pretext, spider, crawl or scrape; (j) for obscene or immoral purposes; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites or the Internet. We reserve the right to terminate your use of the Service or any related website if you violate any of the prohibited uses. (j) for obscene or immoral purposes; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites or the Internet. We reserve the right to terminate your use of the Service or any related website if you violate any of the prohibited uses. (j) for obscene or immoral purposes; or (k) to

interfere with or circumvent the security features of the Service or any related website, other websites or the Internet. We reserve the right to terminate your use of the Service or any related website for violation of any of the prohibited uses.

# SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

We do not warrant that use of our Service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that we may remove the Service from time to time for an indefinite period of time or terminate the Service at any time without notice.

You expressly agree that your use of the Service or inability to use the Service is at your own risk. The Service and all products and services made available to you through the Service are provided (except as expressly stated by us) "as is" and "as available" for your use, without any representation, warranty or condition, express or implied, including any implied warranties or conditions of merchantability, merchantability, fitness for a particular purpose, durability, title and non-infringement.

or any loss or damage of any kind incurred as a result of the use of the Service or any Content (or products) posted, transmitted or otherwise made available through the Service, even if advised of the possibility of such damages. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, our liability in such states or jurisdictions is limited to the maximum extent permitted by law.

## SECTION 14 - INDEMNIFICATION.

You agree to indemnify, defend and hold harmless Muse Vancouver and its parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your

breach of these Terms of Service or the documents they contain, or your violation of any law or the rights of a third-party.

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

In the event that any provision of these Terms of Use is held to be illegal, void or unenforceable, such provision shall nevertheless remain enforceable to the fullest extent permitted by law, and the

unenforceable portion shall be deemed severable from these Terms of Use, and such determination shall not affect the validity and enforceability of the remaining provisions.

#### SECTION 16 - TERMINATION

The obligations and liabilities of the parties arising prior to the Termination Date shall survive the termination of this Agreement for all purposes.

These Terms of Use will remain in effect until terminated by you or by us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our services or if you no longer use our website.

If, in our sole discretion, you breach or we suspect that you have breached any term or provision of these Terms of Use, we may also terminate this Agreement at any time without notice and you will remain liable for all amounts due up to and including the termination date; and/or you may be denied access to our Services (or any part thereof) accordingly.

#### ARTICLE 17 - ENTIRE AGREEMENT

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use and any policies or operating rules posted by us on this Site or in connection with the Service constitute the entire agreement and understanding between you and us and govern your use of the Service. They supersede all prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, without limitation, prior versions of the Terms of Service).

Any ambiguity in the interpretation of these Terms of Service shall not be construed against the drafter.

#### SECTION 18 - GOVERNING LAW.

These Terms of Use and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Hong Kong.

#### SECTION 19 - CHANGES TO THE TERMS OF USE.

You can view the most current version of the Terms of Use at any time on this page.

We reserve the right, at our sole discretion, to update, modify or replace any part of these Terms of Use by posting updates and changes on our website. It is your responsibility to check our website

regularly for changes. Your continued use of or access to our Website or the Service following the posting of changes to these Terms of Use will be deemed acceptance of those changes.

# SECTION 20 - CONTACT INFORMATION

Questions about the Terms of Use should be sent to support@aeropureair.com



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