

LUXPLORERS

THESE TERMS OF SERVICE ("AGREEMENT") ARE A LEGAL AGREEMENT BETWEEN YOU ("YOU", "YOUR", OR "CUSTOMER") AND STARDUST BETELGEUSE S.R.O. ("WE" OR "LUXPLORERS"), THE OWNER AND OPERATOR OF THE WWW.LUXPLORERS.COM WEBSITE (THE "SITE"). THIS AGREEMENT STATES THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITE, AND YOUR PURCHASE OF THE MEMBERSHIPS AND PRODUCTS SOLD ON THIS SITE. BY ACCESSING AND USING THE SITE, YOU ARE INDICATING THAT YOU ACCEPT, AND AGREE TO COMPLY WITH, THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU ARE NOT PERMITTED TO, AND YOU MUST NOT, ACCESS OR USE THE SITE OR PURCHASE PRODUCTS FROM, OR MEMBERSHIPS TO, THE SITE.

COMPANY

NAME: STARDUST BETELGEUSE S.R.O.

IDENTIFICATION NUMBER: 04302648

ADDRESS: VILOVA 118, JESENICE, 25242, CZECH REPUBLIC

CONTACT PERSON

NAME: FILIP FARAG

E-MAIL: FIL.FARAG@GMAIL.COM

PHONE NUMBER: +420 728 043 104

1 – CHANGES TO SITE; PERSONAL INFORMATION/PRIVACY

1.1 – Changes to the site

Luxplorers may add to, change or remove any part of the Site, including, without limitation, any Content (as defined below) therein, at any time without prior notice to you.

1.2 – Personal Information

Customers agree to provide accurate, current, and complete information as required for the purchase of the Products and Memberships (both as defined below in Section 3.1). Luxplorers reserves the right to block further sales to Customers who provide false, inaccurate or incomplete data. Customer acknowledges that Luxplorers uses a third party payment processing service (GOPAY s.r.o.) to process orders and bill fees to your credit card.

1.3 – Privacy

By using this Site and/or purchasing a Membership you consent to the collection, transfer, manipulation, storage, disclosure and other uses of your information as described in detail in our Privacy Policy. Accordingly, please be sure to read our Privacy Policy before using the Services or submitting information to us.

We and/or our third party service providers may employ canvas fingerprinting and other browser fingerprinting techniques that extract and analyse information about your browser, operating system, and installed graphics hardware in conjunction with other user information (e.g. time-zone, language preference, etc.) to help verify your unique identity for fraud prevention purposes and help us continue to improve our Site and Services. We may also use third-party website analytics tools (such as Google Analytics) that collect information about visitor traffic on the Site that help us continue to improve the Site, performance and user experiences.

The types of information we may collect by such automated means include: Information about the devices our visitors use to access the Internet (such as the IP address and the device, browser, domain name and operating system type); URLs that refer visitors to our Site; Dates and times of visits to our Sites; Information on actions taken on our Site (such as page views

and site navigation patterns); A general geographic location (such as country and city) from which a visitor accesses our Site; Search terms that visitors use to reach our Site and the webpage that led you to the Site.

2 – PASSWORDS; USE OF SITE

2.1 – Passwords

You are responsible for maintaining the confidentiality of your passwords, and you are responsible for all activities that occur using your passwords or accounts. You agree not to share your passwords, let anyone else access your passwords or do anything else that might jeopardize the security of your passwords. You agree to notify Luxplorers if there is any unauthorized use of your password on this Site or if you know of any other breach of security in relation to this Site.

2.2 – Use of Site; Prohibitions

Subject to your compliance with this Agreement, Luxplorers hereby grants you a limited, personal, revocable, non-transferable, non-sub-licensable, and non-exclusive license to access the Site and use the content, information, text, images, graphics, interfaces, audio and video clips and any other materials displayed on the Site (collectively, the "Content"), solely for your personal, non-commercial use. You may not copy, modify, reproduce, publicly display or perform, distribute, or otherwise use the Content except as expressly set forth in this Agreement. You may not remove any copyright or other proprietary notices from any Content. If you breach any term of this Agreement, your authorization to use the Site and Content automatically terminates without notice to you.

You hereby represent and warrant that you will not, and will not induce any third party to: (a) attempt to disable or circumvent any security mechanisms used by the Site or Content or otherwise attempt to gain unauthorized access to any portion of the Site or Content or any other systems or networks connected to the Site, or to any server of Luxplorers or its third party service providers, by hacking, password "mining", or any other illegal means; (b) use any "deep-link", "page-scrape", "robot", "spider", or other automatic device, program, algorithm or methodology, or any comparable

manual process, to access, acquire, copy, or monitor any portion of the Site or Content; (c) use any device, software or routine to interrupt or interfere with, or attempt to interrupt or interfere with, the proper operation and working of the Site or with any other person's use of the Site; (d) track or seek to trace any information on any other person who visits the Site; (e) use the Site or Content for, or in connection with, any illegal purpose, to solicit, facilitate, encourage, condone, or induce any illegal activity, or as otherwise prohibited by this Agreement or applicable laws, rules or regulations; or (f) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of any proprietary software used to provide, maintain, or otherwise applicable to the Site or Content.

3 – TERMS OF SALE

3.1 - Sales of Products and Memberships to End Users Only

Luxplorers sells subscriptions, Lightroom presets and e-books (the "Product(s)") from the Site to end-user customers who purchase monthly memberships to receive the Products ("Membership(s)") only for their own personal, non-commercial use. You may not purchase Products or Memberships for further distribution or resale or for any other commercial or business purpose. The Membership and all rights and privileges conferred are personal and non-transferable.

3.2 - Pricing

Pricing for Products and Memberships (including any applicable shipping and handling fees) can be found on Luxplorers then-current pricing page located on the Site at: [http:// www.luxplorers.com](http://www.luxplorers.com). The price that we will charge you for the Products and Memberships will be the price as posted on the Site on the date you first sign-up for a Membership to the Site. Luxplorers reserves the right to change prices for Products and Memberships at any time, and does not provide price protection or refunds in the event of promotions or price decreases.

3.3 – Refund/Cancellation Policy

If you are dissatisfied with the Product for any reason, Luxplorers will refund the amount paid for a product, or your most recent month of

subscription service. Refund requests must be made directly to Luxplorers at support@luxplorers.com. All refund requests must be made within thirty (30) days of the date of purchasing a product or subscription by Luxplorers. Promptly following Luxplorers receipt of your request (typically within five (5) business days), Luxplorers will credit the amount paid for the returned Product to the credit card you used to make the original purchase. Notwithstanding the foregoing, Luxplorers does not control when a specific credit card company processes a chargeback transaction. You are responsible for contacting your credit card company if you have questions about the status of the chargeback.

3.4 – Payment Methods; Automatic Monthly Membership Renewals and Membership Cancellation Policy

Luxplorers accepts credit card payments only. You agree to pay all fees charged to your account based on Luxplorers fees, charges, and billing terms in effect as shown on the payment page when you first sign-up for a Membership to the Site. All payments shall be made by credit card in advance prior to gaining access to the Products. If you do not pay on time or if your credit card cannot be charged for any reason, Luxplorers reserves the right to either suspend or terminate your account and Membership. All sales and payments are in EUR and include VAT.

IMPORTANT NOTICE TO CONSUMER:

AUTOMATIC MONTHLY MEMBERSHIP RENEWAL FEES WILL BE AUTOMATICALLY CHARGED TO YOUR CARD ON FILE EACH MONTH.

Luxplorers will automatically renew your Membership on each monthly anniversary date of the Membership and will charge your credit card with the applicable Membership fee. Each Membership renewal period is for one month.

MEMBERSHIP CANCELLATION. You may cancel your Membership at any time by logging on to your account within luxplorers.com. To cancel a membership, please log in to your account on the Site and select the "MY SUBSCRIPTIONS" tab, then click "VIEW" on your current active subscription. Finally, click the link in the "If you want to cancel this subscription, you can do so [HERE](#)". If you have any problems, please email support@luxplorers.com. Luxplorers requires a reasonable amount of time to process your Membership

cancellation request. If you cancel your Membership, you will enjoy your Membership benefits until the end of the then-current Membership term, and your Membership benefits will expire at the end of the then-current Membership term for which you have paid. You will not be eligible for a prorated refund of any portion of the Membership fees paid for any unused days of the then-current Membership term.

4 – PROPRIETARY RIGHTS

You hereby acknowledge and agree that Luxplorers or its licensors own all legal right, title and interest in and to the Site and Content, including, without limitation, any and all intellectual property and other proprietary rights which subsist in the Site and Content, whether such rights are registered or unregistered, and wherever in the world those rights may exist.

5 – PRODUCT/IDEA SUBMISSIONS

Luxplorers and its personnel do not accept or consider unsolicited ideas, including, without limitation, ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names. Please do not submit any unsolicited ideas, original creative artwork, suggestions or other works ("Submissions") in any form to Luxplorers or any of its employees. The sole purpose of this policy is to avoid potential misunderstandings or disputes when any of Luxplorers products, services or marketing strategies might seem similar to ideas submitted to Luxplorers. If, despite our request that you not send us your ideas, you still submit them, then regardless of what your correspondence says, the following terms shall apply to your Submissions.

You agree that:

i Any Submission (including its complete contents) by you to Luxplorers will

automatically become the property of Luxplorers, without any compensation to you;

ii Luxplorers may use or redistribute any Submission and its contents for any

purpose and in any way, without any compensation to you;

- . iii Luxplorers has no obligation to review any Submission; and
- . iv Luxplorers has no obligation to keep any Submission confidential, and no

confidential relationship may be established by or inferred from any such Submissions to, or the consideration of your Submissions by, Luxplorers.

6 – THIRD PARTY SITES; INDEMNIFICATION

6.1 – Third Party Web Sites

The Site may provide links to third party Sites that are not owned or controlled by Luxplorers, including, without limitation, Instagram and Facebook (“Third Party Sites”). We provide such links solely as a convenience to you. Luxplorers does not review, approve, endorse, or make any representations about such Third Party Sites, the companies or persons who own and/or operate them, or any information, software or other products and services made available through such Third Party Sites, or any results that may be obtained from using them. You should exercise common sense and your own judgment, and if you decide to access any Third Party Sites linked to the Site, you do so entirely at your own risk, and you are solely responsible for your activities conducted in connection with such Third Party Sites. Your use of Third Party Sites is subject to the terms of use and privacy policies located on the linked to Third Party Sites which may be different from this Agreement or our Privacy Policy, including, without limitation, such Third Party Sites' password and account security policies and user-generated content posting and acceptable use policies.

6.2 – Indemnification

You hereby agree to defend, release, indemnify and hold harmless each of the Luxplorers Parties (as defined in Section below) from and against, any and all losses, liabilities, damages, and/or claims (including, without limitation, attorneys' fees and costs) arising from

your breach of this Agreement, or otherwise arising from your use or misuse of the Site, Content or Products.

7 – DISCLAIMER OF WARRANTIES

THE SITE, CONTENT, PRODUCTS AND MEMBERSHIPS ARE FURNISHED TO YOU "AS IS" AND WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS, STATUTORY OR OTHERWISE, OF ANY KIND. LUXPLOWERS, ON BEHALF OF ITSELF AND ITS AFFILIATES, LICENSORS, SUPPLIERS AND THIRD PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "LUXPLOWERS PARTIES"):

(A)EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (B)DOES NOT REPRESENT OR WARRANT THAT THE SITE, CONTENT, PRODUCTS OR MEMBERSHIPS WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SITE

OR CONTENT WILL BE TIMELY, UNINTERRUPTED, STABLE, OR SECURE; (C)DOES NOT REPRESENT OR WARRANT THAT THE SITE, CONTENT, PRODUCTS OR MEMBERSHIPS WILL BE ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED; AND (D)DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OF THE SITE, CONTENT OR PRODUCTS IN TERMS OF THEIR ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE. YOUR USE OF THE SITE, CONTENT, PRODUCTS OR MEMBERSHIPS IS ENTIRELY AT YOUR OWN DISCRETION AND RISK AND YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE, CONTENT, PRODUCTS AND MEMBERSHIPS.

THIS LIMITATION OF REMEDIES IS A PART OF THE BARGAIN BETWEEN YOU AND LUXPLOWERS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LUXPLOWERS OR ANY PERSON ON BEHALF OF LUXPLOWERS SHALL CREATE A WARRANTY OR CONDITION, OR IN ANY WAY CHANGE THIS EXCLUSION OF WARRANTY.

NOTHING IN THIS SECTION 6 SHALL EXCLUDE OR LIMIT THE LUXPLOTTERS PARTIES' WARRANTIES, REPRESENTATIONS OR CONDITIONS TO THE EXTENT THEY MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH WARRANTIES, REPRESENTATIONS OR CONDITIONS WILL BE EXCLUDED AND LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

8 – LIMITATION OF LIABILITY

8.1

IN NO EVENT SHALL ANY LUXPLOTTERS PARTY BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF VALUE OF THE PRODUCTS OR LOSS OF USE OF THE PRODUCTS, WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF A LUXPLOTTERS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2

IF, NOTWITHSTANDING THE FOREGOING, A LUXPLOTTERS PARTY IS FOUND TO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE OR LOSS WHICH ARISES UNDER OR IN CONNECTION WITH YOUR USE OF THE SITE, CONTENT, PRODUCTS OR MEMBERSHIPS, TO THE FULLEST EXTENT PERMISSIBLE BY LAW THE RELEVANT LUXPLOTTERS PARTY'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID LUXPLOTTERS FOR THE PRODUCTS OR MEMBERSHIP, AS APPLICABLE; AND (B) THE SUM OF ONE HUNDRED EUROS.

8.3

NOTHING IN THIS SECTION 7 SHALL EXCLUDE OR LIMIT ANY LUXPLOTTERS PARTY'S LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW, IN WHICH CASE, SUCH LUXPLOTTERS PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

9 – ELECTRONIC COMMUNICATIONS; GENERAL TERMS

9.1 – Electronic Communications

Whenever you visit our Site or send emails to us, you are communicating with us electronically. For that reason, you also consent to receive communications from us electronically. We will communicate with you by email (if you have provided your email address to us), by posting notices on our Site or by such other means as we may determine from time-to-time. You agree that all agreements, notices, disclosures, and other communications that we provide to you

electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.

9.2 – General Terms

Luxplorers may issue a warning, temporarily suspend, indefinitely suspend or terminate any Customer's right to use or access all or any part of the Site including any account thereon, without notice, for any reason in Luxplorers's sole discretion, including without limitation breach of this Agreement and/or violation of the Terms of Service, Luxplorers's belief that such access would violate any applicable law, rule or regulation or would be harmful to the interests of, or potentially cause financial loss or legal liability to Luxplorers or another user of the Site. This Agreement and the Privacy Policy constitute the entire agreement between you and Luxplorers regarding its subject matter. Luxplorers will not be responsible for failures to fulfill any of its obligations due to causes beyond its control. The failure of Luxplorers to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any part of this Agreement is held invalid, illegal or unenforceable, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of this Agreement, and the other parts will remain in full force and effect. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The parties shall at all times and for all purposes be deemed to be independent contractors and neither party nor its agents may bind the other party. The parties acknowledge and agree that this Agreement and all related documents that may be drawn up are only valid in the English language. This Agreement shall not be

interpreted or construed to confer any rights or remedies on any third parties, except that each indemnified Luxplorers Party shall be a third party beneficiary hereunder. Luxplorers may assign or transfer its rights, or delegate any performance, under this Agreement to a third party in its sole discretion. Customer may not assign or otherwise transfer its rights, or delegate its performance, under this Agreement to any third party without in each and every case, Luxplorers's express prior written consent. All terms which by their nature are intended to survive any termination of this Agreement, or any termination of your use of the Site, Content, Products or Memberships shall survive such termination.