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# Terms And Conditions

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the <https://ikigai-bot.com> website (the “Service”) operated by Ikigai (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree

## Purchases

You are encouraged to familiarize yourself with your rights contained within the Sale of Goods Act 1979, Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999.

If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. You expressly agree that Ikigai is not responsible for any loss or damage arising from the submission of false or inaccurate information.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. You expressly agree that Ikigai cannot accept any liability for loss or damage arising out of such cancellation.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

## Availability, Errors and Inaccuracies

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites. You expressly agree that any such offer of a product or service does not constitute a legal offer capable of attracting legal consequences.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to



may be governed by rules that are separate from these terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply. The terms and conditions of any other “Promotions” are independent of this agreement.

## **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of Ikigai and its licensors. The Service is protected by copyright, trademark, and other laws of both Italy and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Ikigai.

## **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by Ikigai. Ikigai has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Ikigai shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit

## **Termination**

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Indemnification**

You agree to defend, indemnify and hold harmless Ikigai and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

## **Limitation Of Liability**



possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Ikigai its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

### **Exclusions**

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will Ikigai ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by Ikigai or any person for whom Ikigai is responsible, and even if Ikigai has been advised of the possibility of such loss or damage being incurred.

### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a



Please refer to our Privacy Policy. You agree that they constitute part of these terms. You must read our Privacy Policy before you use the Service.

### Contact Us

If you have any questions about these Terms, please contact us at [info@ikigai-bot.com](mailto:info@ikigai-bot.com)

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