

Terms of Service

Please ensure that you carefully review the Terms and Conditions provided herein before utilizing the website www.strikr.dev operated by Paweł Nowak. Your ability to access and utilize the Service is contingent upon your acceptance and adherence to these Terms. These Terms are applicable to all individuals, including visitors, users, and others who access or use the Service. By accessing or using the Service, you acknowledge and agree to be bound by these Terms. In the event that you disagree with any aspect of these terms, please refrain from accessing the Service.

Changes

We retain the authority, solely at our discretion, to alter or substitute these Terms at any given moment. In the event of a significant modification, we will make an effort to notify you at least 14 days in advance before the implementation of any new terms. The determination of what qualifies as a significant change will be made solely by us. By continuing to access or utilize our Service once these revisions have taken effect, you acknowledge your acceptance of the revised terms. If you do not consent to the updated terms, you are required to discontinue using the service.

Intellectual property

The exclusive ownership of the Service, along with its original content, features, and functionality, shall perpetually belong to Paweł Nowak. The Service is safeguarded by copyright, trademark, and other legal provisions in Poland and abroad. The utilization of our trademarks and trade dress in association with any product or service is strictly prohibited without obtaining the prior written authorization from Paweł Nowak.

Purchases

You are advised to familiarize yourself with the rights outlined in the Sale of Goods Act 1979, Unfair Contract Terms Act 1977, and the Unfair Terms in Consumer Contracts Regulations 1999. In the event that you intend to make a purchase of any product or service offered through the Service, you may be required to provide specific information pertaining to your Purchase, including but not limited to your credit card details, credit card expiration date, billing address, and shipping information.

You confirm and guarantee that: you possess the legal authority to utilize any credit card(s) or alternative payment method(s) in connection with any Purchase; and the information you provide to us is accurate, truthful, and complete.

You explicitly acknowledge that Paweł Nowak bears no responsibility for any loss or damage resulting from the submission of false or incorrect information. By submitting such information, you grant us the right to disclose the information to third parties for the purpose of facilitating the fulfillment of Purchases.

We retain the right to decline or cancel your order at any time for various reasons, including but not limited to product or service unavailability, errors in product or service descriptions or pricing, errors in your order, or other justifiable grounds. You expressly

agree that Paweł Nowak cannot be held liable for any loss or damage arising from such cancellations. In addition, we retain the authority to decline or revoke your purchase in the event of suspected fraudulent activity or an unauthorized or unlawful transaction.

The presence of availability issues, errors, and inaccuracies

We continuously update the products and services offered on our Service. The availability, accuracy, and description of these products or services may vary, and there may be delays in updating information on the Service and in our advertising on other websites. It is important to note that any offer of a product or service does not create a legally binding agreement.

We cannot guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We have the right to modify or update information, and to rectify any errors, inaccuracies, or omissions without prior notice.

Governing Law

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

Failure to enforce any right or provision of these Terms shall not be deemed as a waiver of said rights. In the event that a court deems any provision of these Terms to be invalid or unenforceable, the remaining provisions shall still be binding. These Terms serve as the comprehensive agreement between us concerning our Service, and they override any previous agreements we may have had regarding the Service.

Exclusions

Paweł Nowak ever shall not be held liable for any indirect, incidental, consequential, special, punitive, or exemplary loss or damage that may arise from your use of the Service, these Terms, the subject matter of these Terms, the termination of these Terms, or any other related matter. This includes but is not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation, or goodwill, whether anticipated or not, or any form of economic loss, regardless of the theory of liability applied (whether in contract, tort, strict liability, or any other theory or law or equity), and regardless of any negligence or wrongdoing (including gross negligence and fundamental breach) by Paweł Nowak or any person for whom Paweł Nowak is responsible. This applies even if Paweł Nowak has been advised of the possibility of such loss or damage.

Other Websites' Hyperlinks

Our Service may include links to external websites or services which are not owned or under the control of Paweł Nowak.

Paweł Nowak does not have ownership or control over the third-party websites or services that may be linked to our Service. Consequently, Paweł Nowak assumes no responsibility for the content, privacy policies, or practices of these external entities. By using or relying on any such content, goods, or services available through these websites or services, you acknowledge and agree that Paweł Nowak shall not be held responsible or liable for any damage or loss incurred. We strongly recommend that you review the terms and conditions as well as the privacy policies of any third-party websites or services you choose to visit.

Stoppage

In the event of a breach of the Terms, we reserve the right to immediately terminate or suspend your access to the Service without any prior notice or liability. Upon termination, your ability to use the Service will be immediately ceased. However, certain provisions of the Terms, such as ownership provisions, warranty disclaimers, indemnity, and limitations of liability, will continue to apply even after termination.

Limitation Of Liability

Paweł Nowak employees, partners, agents, suppliers or affiliates shall not be liable for any indirect, incidental, special, consequential or punitive damages of any kind, including but not limited to loss of profits, data, use, goodwill or other intangible losses. This includes damages arising from your access to or use of the Service, any conduct or content of third parties on the Service, any content obtained from the Service, and unauthorized access, use or alteration of your transmissions or content. Such damages may arise under warranty, contract, tort or any other legal theory, even if we have been advised of the possibility of such damages. Furthermore, even if the remedy set out herein is found to have failed of its essential purpose, we shall not be liable.

Competitions, Giveaways, and Marketing Campaigns

Please note that any contests, sweepstakes, or other promotional activities offered through our Service may have their own set of rules, distinct from these Terms. If you choose to participate in any Promotions, we kindly ask you to carefully review the relevant rules, as well as our Privacy Policy. In the event of any discrepancies between the rules of a Promotion and these Terms and Conditions, the rules specific to the Promotion will take precedence. It is important to note that the terms and conditions of any other "Promotions" are separate and unrelated to this agreement.

Indemnification

You are obligated to protect, compensate, and absolve Paweł Nowak and its licensees and licensors, as well as their staff, associates, representatives, suppliers, or affiliates, from any and all allegations, damages, commitments, losses, accountabilities, expenses, or debts (including legal fees), that may arise from a) your utilization and entry to the Service, or b) a violation of these Terms.

Disclaimer

Your utilization of the Service is subject to your own discretion. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without any guarantees, whether explicit or implicit, including, but not limited to, guarantees of merchantability, fitness for a specific purpose, non-infringement, or course of performance. Paweł Nowak do not guarantee that a) the Service will operate without interruption, be secure, or be available at any specific time or location; b) any errors or defects will be rectified; c) the Service is free from viruses or other harmful components; or d) the outcomes of utilizing the Service will meet your requirements.

Contact Us

If you have any questions about these Terms, please contact us at info@slucker.com.