



## **TERMS AND CONDITIONS**

### **SECTION 1 - OVERVIEW**

Please read these Terms and Conditions (“Terms”) carefully before using the Kukui-GamingStore website (<https://kukui-gamingstore.com>). Your access to and use of the service is conditioned upon your acceptance of and compliance with these terms. These terms apply to all visitors, users, customers, members (“user”), and others who access or use the service. By using and shopping at <http://kukui-gamingstore.com> (“website”) the user is accepting these terms and should cease using the site if they are not agreed upon.

Together with our privacy policy and other policies that may be posted on our website from time to time, these terms and conditions constitute an agreement between the website and the user. All users are believed to be in acceptance of these terms and conditions by using our services and shopping from our website. If any user doesn’t agree with our terms, policies, or condition he or she doesn’t have permission to use our website.

### **SECTION 2 - REQUIREMENTS**

To use any aspects of our services, you’ll be asked to become a member. Only individuals who are 13 years of age or older are eligible to become members. By registering for an Account or using our services, you represent and warrant that you are at least 13 years old. If you are under 13 please stop using our website or have attained your parent or guardian’s consent to use our services.

When you create an account, the information you provide needs to be true and accurate. Don’t provide fake or false information, don’t provide information that violates someone else’s rights, and don’t impersonate someone else.

### **SECTION 3 - SCOPE OF SERVICES**

Kukui-GamingStore is an online marketplace to buy and sell through creativity. Our goal is to open the doors of possibility and evoke positivity and upliftment by way of electronic goods. We are a shopping website and an e-commerce platform that offers a multi-level online place that is hassle-free, responsive, and quick. In order to make sure that all the functions of our service should be performed in an orderly manner, we have devised and published these “Terms and Conditions” and other policies that can be viewed on our website.

### **SECTION 4 - PRICES AND SHOPPING ON Kukui-GamingStore**



All prices on our website are final and can only be changed by us. When a user will buy a product from us it'll be placed in the shopping cart. Subsequently, the user can then proceed within the shopping cart by clicking on the next step when the final information regarding the whole order will be displayed.

We will then send the user/customer an automatic confirmation email with order details. Users can print the details if they want to retain a hard copy.

The shipping charges related to all our products will be calculated at the checkout page. We may provide free shipping available on selected products for specific regions. Make sure to check the shipping price at the final check page to view that if there are shipping charges applied to your product or not.

## **SECTION 5 - CORRECTNESS OF INFORMATION**

To the extent permitted by law and set out in these Terms, the Site has no control over material and information posted within a listing. While we will endeavor to check listings for accuracy and permissibility, the Site makes no warranties relating to the accuracy, suitability, legality, quality, or availability of any products listed. It follows, that any transaction resulting from listed spaces, and taking place between users, cannot be guaranteed by the Kukui-GamingStore website.

## **SECTION 6 - AUTHORITY OF KUKUI-GAMINGSTORE**

At any time, our website reserves the right to ban or revoke access to our website by any user without notice. All communication posted to the website shall and can be reviewed by admin with the agreement being terminated by the website for conduct in contravention of the guidelines set out below. These guidelines state that the user cannot use the website to:

- I. Engage in illegal activity.
- II. Transmit material in breach of the law or breach of the terms set out herein.
- III. Transmit material that is defamatory and/or identifies an individual in a defamatory way.
- IV. Conduct data mining via the use of additional software or via any other practice.
- V. Submit links to material that is offensive, profane, pornographic, illegal, defamatory, or otherwise inappropriate.
- VI. Submit content or comments that are fraudulent in nature and/or are false or misleading.
- VII. Harass, defame, threaten, or intimidate another individual or entity.
- VIII. Break or infringe any copyright, trademark, or any other intellectual property law in any way or manner that may harm now or in the future to our business.
- IX. To chargeback, the amount they've already paid, doing so will result in the legal proceedings against such users.



Users are encouraged to report any listings or behavior in contravention of the above guidelines to [support@kukui-gamingstore.com](mailto:support@kukui-gamingstore.com).

#### **SECTION 7 - PROPRIETARY RIGHTS OF KUKUI-GAMINGSTORE**

Our service allows you to post, store, share, and otherwise make available certain information, text, images, or other relevant content which upon posting transfers proprietary rights to the Site. The user agrees the Site has the authority to use such material for the purpose of the listing. The user must ensure the information is valid and correct at the time of submission. Instructions given pertaining to the submission of these materials must be adhered to. If at any time further instruction is required, the user is advised to contact us to alert the Site of any alterations which need to be made.

#### **SECTION 8 - THIRD PARTY DISCLAIMER**

The website will take no responsibility for the processing of payments by a third party (such as PayPal, Stripe, VISA, Mastercard, etc). This must be taken up with the third-party website, policies, and data practices of which we do not control. In order to know more about the data practices and policies of such third-party websites, users are encouraged to read their terms, conditions, and policies. In no event shall we be responsible for any third-party links, ads, or material.

#### **SECTION 9 - PRODUCTS AND MERCHANDISE DISCLOSURE**

This policy has been written in line with our vision to make sure that all our customers are well aware of our business practices. For that purpose, we are disclosing that we may have some products on our website which have not been manufactured by us and we are just selling those products through our website. Also, we may not sell merchandise manufactured or licensed by any brand name designer company. Though some of our products may be similar in appearance to products from such companies, they are not the same and are not manufactured by them. Instead, they are affordable adaptations found throughout the public domain and are not marked by other company's trademarks, logos, or style.

At Kukui-GamingStore online store, we respect the intellectual property rights of third parties. It is our policy to discontinue the sales of any items that are claimed to violate copyrights provided there is substantial and convincing evidence of an infringement.

If you think your copyrighted materials are being infringed through any of our website products, make sure to follow the following procedure.

#### **SECTION 10 - DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE (DMCA NOTICE)**



In accordance with the Digital Millennium Copyright Act ("DMCA"), we have adopted and implemented the following notice-and-take-down procedure for copyright owners whose copyrighted work(s) appear on our websites without permission:

We have designated an agent ("DMCA Agent") to receive and respond to properly written notifications from copyright owners who claim inappropriate use of copyrighted materials on our website or through our services. Should our website's DMCA Agent receive such a notification in the manner set forth below alleging copyright infringing activity, our agent will take whatever action it deems appropriate, in its sole discretion, including removal of the offensive content, contacting the relevant product merchant and/or taking off the listed product from our website.

**DMCA Agent Address:**

**Kukui-GamingStore**

[support@kukui-gamingstore.com](mailto:support@kukui-gamingstore.com).

**Please Note When Contacting Us:**

All infringement notifications must be submitted in writing to our website's DMCA Agent at the email address listed above, and must include the following:

- A. Identification of the copyrighted work(s) claimed to be infringed;
- B. Identification of the material or link allegedly hosting the infringing content;
- C. The copyright owner's contact information (including mailing address, telephone number, and email address);
- D. the following statements:

(i) "I hereby state that I have a good faith belief that the use of the copyrighted material is not authorized by the copyright owner, its agent, or the law," and

(ii) "I hereby state that the information in this Notice is accurate and under penalty of perjury, that I am the owner or am authorized to act on behalf of the owner of the copyright that is allegedly infringed;"

- E. The full name and electronic or physical signature of the copyright owner or the copyright owner's agent.

After receiving the complaint, we will start working on it as soon as possible.

**SECTION 11 - CHANGES AND AMENDMENTS IN TERMS AND CONDITIONS**

We reserve the right, at our sole discretion, to modify or replace these "Terms and Conditions" at any time. We may not provide any notice of amendments or modifications to these terms. Therefore, users



are encouraged to visit this page periodically in order to know more about our changes in the terms, rules, policies, and other documents.

## **SECTION 12 - CONTACT**

By agreeing to these Terms and Conditions the user agrees to correspondence from the website in accordance with these terms and the Privacy Policy contained on the website.

Any questions regarding the Terms and Conditions set out above may be submitted to

[support@kukui-gamingstore.com](mailto:support@kukui-gamingstore.com).