

TERMS AND CONDITIONS

Last Updated: 5 May 2025

Introduction

Welcome to “warpp”, an online shop and community platform accessible at “warpp.me”, hereinafter referred to as “the Website”, operated by Marián Šlachta, a sole proprietor registered in the Czech Republic, Business Registration Number: 22577025, with registered address at Příbyslavská 788/10, Praha 3 Žižkov, 130 00, email: warpp.me@gmail.com, hereinafter referred to as “the Seller.”

These Terms and Conditions (“Terms”) govern your use of the Website, including browsing, account registration, purchasing merchandise such as T-shirts and sweatshirts with personalised QR codes and other accessories (for example patches and badges), some of which may be shipped as a reward for engagement, uploading and managing digital images (“Images”), and accessing QR code features that display your selected Image. By accessing or using the Website, you, hereinafter referred to as “the Buyer” or “you,” agree to be bound by these Terms. If you do not agree, please refrain from using the Website.

The Seller reserves the right to amend these Terms at any time. Changes will be posted on the Website, and continued use constitutes acceptance of the updated Terms. It is the responsibility of the Buyer to review the Terms regularly.

1. Registration Process and Account Management

- 1.1. To purchase merchandise or access features such as Image uploads and QR code personalization, you must create an account by completing the registration process, providing accurate and current information (e.g., email, password). You agree to maintain the confidentiality of your account credentials and are responsible for all activities under your account.
- 1.2. The Seller reserves the right to suspend, deactivate, or terminate your account at its sole discretion, including but not limited to cases of suspected fraud, violation of these Terms, or misuse of the Website (e.g., uploading prohibited content).
- 1.3. For information on data collection and processing related to registration, please refer to our [Privacy Policy](#).

2. Purchase of Merchandise

- 2.1. Only registered users with a valid account may purchase merchandise, such as T-shirts featuring a unique QR code linked to your selected Image, through the Website. By placing an order, you agree to pay the displayed price, including applicable taxes and shipping costs, as shown at checkout.
- 2.2. Payments are processed securely via Stripe, a third-party payment provider. The Seller is not responsible for issues arising from Stripe’s services, such as payment failures or delays, though we will assist in

resolving disputes where possible. For more information regarding Stripe, please refer to: <https://stripe.com/en-cz/privacy>).

- 2.3. Orders are subject to availability. The Seller reserves the right to cancel or reject any order at its discretion, with a full refund issued if payment has been made.
- 2.4. The Seller reserves the right to modify, discontinue, or withdraw any product (including specific T-shirt designs or QR code features) from the Website's offering at any time, without prior notice, due to reasons such as stock availability, technical constraints, or business decisions.
- 2.5. As merchandise includes a personalized QR code linked to your Image, it is considered a custom-made product. Pursuant to Section 1837(d) of Act No. 89/2012 Coll., Civil Code, and Article 16 of Directive 2011/83/EU, you have no right to withdraw from the purchase contract within 14 days unless the merchandise is defective. To return defective merchandise, contact us at warpp.me@gmail.com within 14 days of receipt and follow the provided instructions.
- 2.6. Defective merchandise may be returned for a refund or replacement, subject to verification by the Seller. Shipping costs for returns are borne by you unless the merchandise is defective.
- 2.7. As a goodwill gesture, the Seller may, at its sole discretion, accept returns of non-defective merchandise due to your dissatisfaction, provided you request the return within 14 days of receipt and the merchandise is unused, undamaged, and in its original condition. To initiate such a return, contact us at warpp.me@gmail.com. If you choose to return the merchandise, you may expressly agree that the QR code printed on the T-shirt will be deactivated and may be reassigned to another user's account, linking to a different URL. This reassignment means that the QR code on the returned T-shirt may direct to another user's content if the T-shirt is resold or reused. By providing your explicit consent (e.g., via a checkbox in the return request form), you acknowledge and agree that the Seller is not liable for any consequences of such reassignment, including third-party access to new content via the QR code. If you do not consent to reassignment, the Seller may refuse the return or offer alternative conditions (e.g., partial refund). Upon such return, any personal data associated with the QR code (e.g., your Image) will be deleted in accordance with our [Privacy Policy](#). The Seller reserves the right to refuse returns of non-defective merchandise if the conditions are not met or if the return process is abused.
- 2.8. Prices are listed in USD (\$) and EUR (€) and include VAT where applicable. The Seller reserves the right to modify prices at any time, but changes will not affect confirmed orders.

3. Image Upload and Management

- 3.1. You may upload one Image to your account, which can be changed at any time. By uploading an Image, you grant the Seller a non-exclusive,

worldwide, royalty-free license to use, display, reproduce, and distribute the Image for the purpose of operating the Website, producing merchandise with QR codes that link to your Image, fulfilling orders, and, with your prior consent, promoting the Website.

- 3.2. The Image you upload will be publicly accessible when a QR code printed on your purchased merchandise is scanned. You acknowledge that you are responsible for the content of your Image and any consequences of its public display.
- 3.3. You represent and warrant that you own or have the necessary rights to upload the Image and that it does not infringe third-party rights (e.g., copyright, trademark, privacy) or contain illegal or inappropriate content.
- 3.4. The Seller reserves the right to remove or reject any Image, at its sole discretion, that violates these Terms, infringes rights, or is deemed unsuitable, without prior notice.
- 3.5. The license terminates when you delete the Image or your account.

4. QR Code Features

- 4.1. Upon purchasing a T-shirt, you will receive a unique QR code printed on the T-shirt's back. When scanned, this QR code directs to your selected Image as displayed on the Website, provided your account remains active. You acknowledge that anyone scanning the QR code can view your Image, and the Seller is not responsible for unauthorized access or misuse by third parties.
- 4.2. The Seller is the sole administrator of QR codes and retains full control over their generation, functionality, and management. The QR code is provided as a revocable license tied to your active account, not as your property.
- 4.3. The Seller tracks QR code scans anonymously to monitor engagement and improve services. For details on data collection related to QR codes, refer to our [Privacy Policy](#).
- 4.4. The Seller reserves the right to modify, suspend, or discontinue the QR code feature at any time without liability, including disabling QR codes linked to removed Images or terminated accounts.
- 4.5. You agree not to misuse the QR code (e.g., by linking it to unauthorized content) and acknowledge that the Seller may disable any QR code that violates these Terms.

5. Limitation of Liability

- 5.1. The Website is provided "as is" without warranties of any kind, express or implied. The Seller does not guarantee uninterrupted access, error-free operation, or the accuracy of content, including the functionality of QR codes or Image display.
- 5.2. To the fullest extent permitted by law, the Seller shall not be liable for any direct, indirect, incidental, or consequential damages arising from your use of the Website, including but not limited to damages caused by

misuse, reliance on content, third-party actions, or unauthorized scanning of QR codes.

- 5.3. The Seller's total liability, if any, shall not exceed the amount paid by you for the merchandise in question.

6. Indemnification

- 6.1. You agree to indemnify and hold harmless the Seller, its affiliates, and agents from any claims, losses, or damages, including legal fees, arising from your violation of these Terms, infringement of third-party rights (e.g., uploading unauthorized Images), or misuse of the Website or QR codes.

7. Governing Law and Dispute Resolution

- 7.1. These Terms are governed by the laws of the Czech Republic, without regard to conflict of law principles.
- 7.2. Any disputes arising from these Terms or your use of the Website shall be resolved amicably where possible. If unresolved, disputes shall be submitted to the competent courts of the Czech Republic.
- 7.3. As a consumer, you may also use the EU's Online Dispute Resolution platform at [<http://ec.europa.eu/odr>] for out-of-court resolution, with the Seller's email for contact: warpp.me@gmail.com.

8. Miscellaneous

- 8.1. If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain in full force.
- 8.2. The Seller's failure to enforce any right under these Terms does not constitute a waiver of that right.
- 8.3. These Terms constitute the entire agreement between you and the Seller regarding the Website, superseding any prior agreements.

Contact Information

- For questions or concerns, contact us at:
 - Email: warpp.me@gmail.com
 - Address: Příbyslavská 788/10, Praha 3 Žižkov, 130 00
 - Phone: +421944303011