



PRIVACY POLICY

All your personal information collected will be used to help make your visit as pleasant as possible.

Ensuring the confidentiality of personal data is important to **WeSwing**.

All personal information relating to members, subscribers, customers or visitors using **WeSwing** will be treated in accordance with the European Personal Data Protection Act GDPR (General Data Protection Regulation)

The personal information collected may include your name, e-mail, telephone and / or mobile phone number, address, date of birth and / or others.

The use of **WeSwing** implies acceptance of this Privacy Agreement. The **WeSwing** team reserves the right to change this agreement without prior notice. Therefore, we recommend that you check our privacy policy regularly so that you are always up to date.

COOKIES AND WEB BEACONS

We use cookies to store information, such as your personal preferences when using **WeSwing**.

We do not use any third party service that needs to create cookies on your equipment. All cookies created by **WeSwing** are functional cookies, that is, they are only to guarantee the normal functioning of **WeSwing**.

The User has the power to turn off his cookies, in the options of his browser. However, this may change the way you interact with **WeSwing**, or other websites. This may affect or not allow you to log in to programs, websites or forums of our and other networks.

LINKS TO THIRD PARTY SITES

WeSwing has links to other sites, which, in our view, may contain useful information / tools for our visitors. Our privacy policy is not applied to third party sites, so if you visit another site from ours, you should read its privacy policy.

We are not responsible for the privacy policy or content present on these same sites.

WESWING TERMS OF SERVICE

OVERVIEW

This website is operated by **WeSwing**. Throughout the site, the terms "we", "us" and "our" refer to **WeSwing**. **WeSwing** provides this website, including all information, tools and services for you, the user, subject to acceptance of all terms, conditions, policies and notices stated herein.

When using **WeSwing**, you are using our "Services". Accordingly, you agree to the following terms and conditions ("Terms of Service", "Terms"), including the additional terms and conditions and policies mentioned in this document and / or available via hyperlink. These Terms of Service apply to all **WeSwing** users, including, without limitation, users who are browsers, suppliers, customers, shopkeepers and / or content contributors.

Please read the Terms of Service carefully before accessing or using **WeSwing**. By accessing or using any part of **WeSwing**, you are agreeing to the Terms of Service. If you do not agree with all the terms and conditions of this agreement, then you cannot access **WeSwing** or use any services.

Any new features or tools that are added to the current **WeSwing** must also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or exchange any part of these Terms of Service when posting updates and / or changes to **WeSwing**. It is your responsibility to check the changes made on this page periodically. Continued use or access to the site after any changes are posted constitutes acceptance of such changes.

SECTION 1 – TERMS

By agreeing to the Terms of Service, you are confirming that you are of legal age.

You must not use our services for any illegal or unauthorized purpose. Nor can you, when using this Service, violate any laws in your jurisdiction (including, but not limited to, copyright law).

You cannot transmit any viruses or any code of a destructive nature.

Violating any of the Terms results in immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

Credit card information is always encrypted when transferring between networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any part of the Service, use of the Service, access to the Service, or any contact on the website through which the service is provided, without our express written permission.

The titles used in this agreement are included for convenience only and do not limit or affect the Terms.

SECTION 3 - ACCURACY, INTEGRITY AND UPDATE OF INFORMATION

We are not responsible for information made available on **WeSwing** that is not accurate, complete or current. The information on **WeSwing** is for informational purposes only and should not be used as the sole basis for making decisions without consulting other sources of primary information, more accurate, more complete or more current. Any use of **WeSwing** material is at your own risk.

WeSwing may contain certain historical information. Historical information may not be current and is provided for your reference only. We reserve the right to modify the content of **WeSwing** at any time, but we are under no obligation to update any information on **WeSwing**. You agree that it is your responsibility to monitor changes to **WeSwing**.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our services or products are subject to change without notice.

We reserve the right, at any time, to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We are not responsible for you or any third party for any modification, price change, suspension or discontinuation of the Service.

SECTION 5 - PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through **WeSwing**. Such products or services may have limited quantities and are subject to return or exchange only.

We reserve the right, but are not obligated, to limit sales of our products or Services to any person, geographic region or jurisdiction. We can exercise this right as appropriate. We reserve the right to limit the quantities of any products or services we offer. All descriptions of products, services or prices of products and services are subject to change at any time without notice, in our sole discretion. We reserve the right to discontinue any product or service at any time. Any offer made for any product or service on **WeSwing** is void where prohibited by law.

We do not guarantee that the quality of any products, services, information or other materials purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, at our own discretion, limit or cancel the number of products per person, per household or per order. Such restrictions may include orders placed on the same customer account, on the same credit card, and / or orders that use the same invoice and / or shipping address. If we make changes or cancel an order, we may notify you by email and / or billing address / phone number provided at the time the order was placed. We reserve the right to limit or prohibit orders that, in our sole discretion, appear to be placed by merchants, resellers or distributors.

SECTION 7 - OPTIONAL TOOLS

We can give you access to third party tools that we do not monitor and have no control over.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We are not responsible in any way for your use of optional third party tools.

Any use of optional tools offered through the website is entirely at your own risk and you become familiar with and approve the terms of the tools that are provided by third party supplier (s).

We may also, in the future, offer new services and / or features through the Submission of your personal information through the app is governed by our Privacy Policy. See our Privacy Policy (including the launch of new tools and features). Such new features and / or services must also be subject to these Terms of Service.

SECTION 8 - THIRD PARTY LINKS

Certain products, content and services available through our Service may include materials from third parties.

Third party links on **WeSwing** may direct you to third party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy. We do not guarantee and have no obligation or responsibility for any third party materials or websites, or for any other third party materials, products or services.

We are not responsible for any damages or losses related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third party websites. Please carefully review third party policies and practices and make sure you understand them before making any transactions. Complaints, concerns or questions regarding third party products should be directed to the third party.

SECTION 9 - COMMENTS, FEEDBACK, ETC. OF USER

If, at our request, you send certain specific elements (for example, participation in a contest), or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by post, or otherwise (collectively referred to as 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use any comments you forward to us . We are not responsible for: (1) keeping any comments confidential; (2) indemnify for any comments; or (3) respond to any comments.

We may, but are under no obligation, to monitor, edit or remove content that we determine in our sole discretion to be against the law, offensive, threatening, libelous, defamatory, or objectionable or that violates the intellectual property of third parties or these Terms of Service. service.

You agree that your comments will not violate any third party rights, including copyrights, trademarks, privacy, personality or other personal or proprietary rights. You agree that your comments will not contain defamatory, illegal, abusive or obscene material. They will also not contain any computer viruses or other malware that could affect the operation of the Service or any related website. You may not use a fake email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the source of any comments. You are solely responsible for any comments you make and their accuracy. We assume no responsibility or liability for any comments posted by you or any third party.

SECTION 10 - PERSONAL INFORMATION

The sending of your personal information through **WeSwing** is governed by our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally, there may be information on WeSwing or the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, prices, promotions, offers, product shipping fees, shipping times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Service or any related website is inaccurate, at any time and without prior notice (even after you have sent the your request).

We assume no obligation to update, change or clarify information on the Service or any related website, including, without limitation, pricing information, except as required by law. No specific update or update date on the Service or any related website should be used to indicate that all information on the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions, as set out in the Terms of Service, you are prohibited from using the website or the content for: (a) unlawful purposes; (b) asking other people to perform or participate in any unlawful acts; (c) violate any international, provincial, state or federal regulations, local rules, laws or regulations; (d) infringe or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, damage, defame, slander, disparage, intimidate or discriminate based on gender, sexual orientation, religion,

ethnicity, race, age, nationality or disability; (f) presenting false or misleading information; (g) upload or transmit viruses or any other type of malicious code that will or may be used to affect the functionality or operation of the Service or any related website, other websites, or the Internet; (h) collect or track other people's personal information; (i) to send spam, phishing, pharm, pretext, spider, crawl, or scrape; (j) for obscene or immoral purposes; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or justify that your use of our service will be timely, safe, without errors or interruptions.

We do not guarantee that the results that can be obtained by using the service will be accurate or reliable.

You agree that from time to time, we may remove the service for indefinite periods of time or cancel at any time, without notifying you.

You agree that your use or inability to use the service is at your own risk. The service and all products and services delivered through the service are, except as stated by us) provided without warranty and subject to availability for your use, without any representation, warranties or conditions of any kind, express or implied, including all warranties implied or commercial conditions, quantity, suitability for a specific purpose, durability, title, and non-infringement.

Under no circumstances will **WeSwing**, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any direct, indirect, incidental, punitive, special or consequential loss, claim or damage of any kind, including, without limitation, lost profits, lost revenue, lost savings, lost data, replacement costs, or any similar damages, whether based on contract, tort (including negligence), strict liability or otherwise in any way, arising from your use of any of the services or any products purchased using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind as a result of using the service or any co content (or product) published, transmitted or otherwise available through the service, even if alerted to such a possibility. As some countries or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such countries or jurisdictions, our liability will be limited to the maximum extent permitted by law.

SECTION 14 - COMPENSATION

You agree to compensate, defend and exempt **WeSwing** and our subsidiaries, affiliates, partners, employees, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including attorney fees, by any third party for breach of these Terms of Service or the documents they incorporate by reference, or for breach of any law or the rights of a third party.

SECTION 15 – INDEPENDENCE

In the event that any provision of these Terms of Service is found to be illegal, void or ineffective, such provision shall, however, apply to the maximum extent permitted by applicable law, and the unenforceable portion will be considered separate from these Terms of Service. Such determination does not affect the validity and applicability of any other remaining provisions.

SECTION 16 – TERMINATION

The obligations and responsibilities of the parties incurred prior to the termination date must continue after termination of this agreement for all purposes.

These Terms of Service are in effect unless terminated by you or us. You can terminate these Terms of Service at any time by notifying us that you no longer wish to use our services, or when you stop using **WeSwing**.

If in our sole discretion you fail to comply with any term or provision of these Terms of Service, we may also terminate this agreement at any time without notice and you will be responsible for all amounts due up to the date of termination; we may also deny you access to our Services (or any part of them).

SECTION 17 - INTEGRAL AGREEMENT

If we do not exercise or enforce any right or provision in these Terms of Service, this will not constitute a waiver of such right or provision.

These Terms of Service and any operational policies or standards placed by us on **WeSwing** or with respect to the service constitute the entire agreement between us. These terms govern your use of the Service, replacing any prior or contemporary agreements, communications and proposals, whether verbal or written, between you and us (including, but not limited to, any previous versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service should not be construed against the party who drafted them.

SECTION 18 - APPLICABLE LEGISLATION

The Terms of Service and any separate agreements in which we provide you with the Services must be governed and interpreted in accordance with the laws of Portugal.

SEÇÃO 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time on this page.

We reserve the right, at our discretion, to update, modify or replace any part of these Terms of Service when posting updates and changes to our website. It is your responsibility to check our website periodically. Your continued use of or access to our website or the Service after posting any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us via support@weswing.eu