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November 2020

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Personal Data

12. The information you provide to Elite Shungite may be used by them for marketing Elite Shungite products and services, research and managing your relationship. We may share your information with our group companies, Elite Shungite and our service providers including those located outside the Czech Republic.

Liability

13. Elite Shungite will not be liable to you for: a. any loss of income, loss of business, loss of or damage to reputation or goodwill, loss of opportunity, or loss of actual or anticipated profits, in connection with or arising out of the agreement; b. any loss or corruption of data in connection with or arising out of your use of this website or website services; c. any loss or damage which was not caused by our breach of the agreement or of our legal duty of care; d. any loss or damage which was not a reasonably foreseeable result of our breach of the agreement or of our legal duty of care. Loss or damage is "reasonably foreseeable" if, at the time we entered into the agreement, such loss was contemplated by you and by us; or e. any loss or damage suffered by you as a result of your failing to take reasonable precautions against such loss or damage.

14. You agree fully to indemnify, defend and hold Elite Shungite, and their officers, directors, employees, agents and suppliers, harmless immediately on demand from and against all claims, liabilities, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the conditions by you or any other liabilities arising out of your use of this website.

General

16. Your right to use this website subject to these terms and conditions is personal to you and you have no permission to transfer or otherwise deal with any rights or obligations arising in connection with the agreement.

17. The agreement (and all non-contractual obligations arising in connection with the agreement) shall be governed by the laws of the Czech Republic, and we agree to submit all disputes between us to the jurisdiction of the Czech court.

18. These written terms as agreed comprise the whole agreement between you and Elite Shungite and replace and supersede completely any and all previous agreements, proposals, representations, correspondence or discussions by or between us relating to this website and these website services. Elite Shungite intends to rely upon only these written terms and conditions, and not any statements or representations made elsewhere, in advertising or directly to you by any of our employees or agents. All warranties, terms, representations or conditions not expressly set out in these terms and conditions do not form part of the agreement and are excluded, with the exception only of those terms implied into the agreement by virtue of statutory or other laws and which terms may not be limited or excluded as a matter of law.



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