

# Terms & Conditions

Website: [waterythm.com](https://waterythm.com)

## 1. SCOPE OF APPLICATION

1.1. These Terms and Conditions (the "Terms") apply to any and all use of the <https://waterythm.com/> website (the "Website"). The Website is owned and operated by WATERYTHM TRADING LIMITED, with its registered office in Nicosia, Cyprus (Kosta Varnali 53, Latsia, Nicosia), registered under number 424415 (the "Service Provider" or "Waterythm"). The Terms apply to any natural person or legal entity using the Website, regardless of residence, registered office, or legal form (the "User"). The Service Provider and the User are hereinafter jointly referred to as the "Parties".

1.2. Use of the Website constitutes the User's acceptance of these Terms. Commencing use of the Website shall be deemed the User's consent to the current version of the Terms.

1.3. The rules governing use of the Website are set out in these Terms, the Privacy Policy, and applicable law.

1.3.1. The Terms and the Privacy Policy are publicly available on the Website and may be reviewed there.

1.4. If there is any discrepancy between these Terms and any individual agreements and/or negotiated and/or mutually agreed contractual provisions, the provisions of such agreement shall prevail.

1.4.1. These Terms apply in all matters not regulated by such agreement.

1.5. Under no circumstances shall any internal policies or regulations of the User be binding upon the Website and/or Waterythm, its affiliates, or subsidiaries.

1.5.1. In the absence of a separate written agreement between the Parties, these Terms override any provisions contained in the User's internal regulations.

## **2. USER REPRESENTATIONS**

2.1. A User who is a natural person represents and warrants that they have full legal capacity and capacity to perform legal acts, and that they are at least thirteen (13) years of age.

2.2. A User who is a legal entity represents and warrants that it has full legal capacity and capacity to perform legal acts, and that the person(s) acting on its behalf are duly authorised to accept and perform these Terms.

## **3. USER OBLIGATIONS**

3.1. The User shall:

3.1.1. use the Website in accordance with its intended purpose;

3.1.2. comply with these Terms and with applicable law;

3.1.3. refrain from using devices, software, or methods that interfere with the Website, and from taking any action that may hinder its proper functioning, including attempts to breach security; and

3.1.4. act with due regard to good manners and refrain from infringing the rights of third parties, including personal rights, or the legitimate interests of the Service Provider.

3.2. Waterythm may deem any behaviour that violates these Terms and/or applicable law as a breach and, with immediate effect, suspend or revoke the User's right to use the Website and/or the Services.

## **4. SUBJECT MATTER OF THE AGREEMENT – SERVICES**

4.1. Waterythm provides the following services to the User via the Website (the "Services"):

4.1.1. access to the Website content in a manner that allows the User to view it at a time and place of their choosing, including (without limitation) offers, descriptions, and other materials (the "Content"); and

4.1.2. saving selected Content.

4.2. The Services are provided free of charge.

4.3. Content made available on the Website is for informational purposes only and does not constitute an offer within the meaning of applicable law.

4.4. Waterythm may temporarily suspend operation of the Website and/or the Services to implement changes, improvements, maintenance, or repairs.

## **5. DURATION OF THE AGREEMENT**

5.1. The agreement between the Parties is concluded for a fixed term, starting when the User begins using the Website (in accordance with Section 1.2) and ending when the User ceases using the Services.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1. All intellectual property rights related to the Website and the Services are and remain the exclusive property of Waterythm. This includes, in particular, copyrights, patents and related rights, industrial property rights, database rights, trade names, designations, and any other exclusive or equivalent rights.

6.2. Use of the Website and/or the Services does not transfer any intellectual property rights from Waterythm to the User.

6.3. The User undertakes not to infringe Waterythm's intellectual property rights. In particular, the User shall not copy, modify, decompile, alter, reproduce, reconstruct, or otherwise exploit the Website and/or the Services, whether alone or in cooperation with third parties.

## **7. LIMITATION OF LIABILITY AND WARRANTY**

7.1. The Content and Services are provided on an "as is" basis. Waterythm is not liable for technical and/or legal limitations the User may encounter, including (without limitation) those related to geographical location, devices and/or software used, and telecommunications infrastructure.

7.2. Waterythm's liability for damages arising from non-performance or improper performance of obligations under these Terms (including liability for defects) is limited to the User's actual losses. To the fullest extent permitted by law, this excludes claims for lost profits, lost income, lost production, loss of clientele, or other indirect or consequential damages.

7.3. Waterythm is not liable for any failure or improper performance caused by force majeure, meaning an external event that could not reasonably have been foreseen and/or prevented. Force majeure includes, without limitation, governmental actions, strikes, blockades, wars, riots, epidemics, earthquakes, fires, and floods.

7.4. Waterythm does not provide warranties in respect of the Services.

7.5. Waterythm is not liable for any Content on the Website that was not created by Waterythm and provides no guarantees in relation to such Content.

## **8. APPLICABLE LAW, DISPUTE RESOLUTION, AND COMPLAINTS**

8.1. These Terms are governed by and construed in accordance with the laws of Cyprus.

8.2. In the event of a dispute, the Parties shall first attempt to resolve the matter amicably before referring the case to the competent court having jurisdiction over Waterythm's registered office.

8.3. The User may submit complaints concerning the Website and/or the Services.

8.3.1. Complaints should be submitted in writing to Waterythm's address or by email to: [office@waterythm.info.com](mailto:office@waterythm.info.com)

8.3.2. A complaint should include: the User's full name, correspondence address, email address, and a detailed description of the issue.

8.3.3. Waterythm will review the complaint within twenty (20) business days. This period may be extended for complex matters; in such case, the User will be notified of the extension within the original twenty (20) business days.

## **9. FINAL PROVISIONS**

9.1. These Terms are effective from 1 January 2026.

9.2. Waterythm may amend these Terms from time to time.

9.3. Any duplication or publication of these Terms without Waterythm's prior written consent is prohibited.

9.4. If any provision of these Terms is or becomes invalid, ineffective, or unenforceable, the remaining provisions (including the remaining portion of any affected clause) remain in full force and effect. Waterythm will replace the invalid, ineffective, or unenforceable provision with a valid provision that best reflects the original economic intent.

9.5. Section headings are for convenience only and do not affect interpretation.