

TERMS OF USE

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The following Terms of Use regulate the use of the website run by GRAND ELITE GROUP PLC, 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ (hereinafter referred to as “**EliteClub**”).

In addition to this Terms of Use the Privacy Policy and for **EliteClub** Members also the Membership Contract and additional legal documents apply. Users of this website agree to these Terms and Conditions.

EliteClub expressly reserves the right to amend, supplement and delete parts of the website or all that is on offer or to adjust the publication either temporarily or indefinitely, in particular if the continued performance of services of partial services is no longer possible for the provider.

1. ACCESS TO THE WEBSITE

- 1.1. Given the pre-requisites set out in these Terms of Use, **EliteClub** grants the User the access and use of this website. You may only use this access for the purposes set out in the **EliteClub** Membership contract and for information purposes.
- 1.2. The User is not entitled to record or use information, descriptions or prices or to download or copy content and account information, to run data mining, robots or similar data recording and extraction programs.
- 1.3. Using this website, you may not, in so far as **EliteClub** has not previously expressly consented, damage, restrict or shorten **EliteClub**'s copyright.
- 1.4. **EliteClub** may block your access to this Website in particular for any of the following important reasons:
 - (i) If you use your account for any purpose for which it is not intended, or to interrupt, damage or in any other way interfere with the **EliteClub** or access to it (for example, using malware); or
 - (ii) if you use your account in a way which is in breach of these Terms of Use; or
 - (iii) If you use your account fraudulently or in connection with any criminal offence or unlawful activities, including money laundering or fraud; or
 - (iv) if you use your account to cause any nuisance, inconvenience or provoke fear;
 - (v) if you use the **EliteClub** to advertise or offer goods and services from other websites and this offer or advertisement has not been approved by **EliteClub** in advance.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. All contents of this website are protected by copyright, this includes all image, text and sound files as well as animations, videos, etc., and all other parts of this website. This is regardless of whether the contents are provided for a fee or free of charge.
- 2.2. Contents of this website may not be – whether as a whole or in parts – distributed, downloaded, amended, re-used, re-directed or otherwise used without prior express written authorisation. The files in the internal download area may only be used for private purposes.
- 2.3. Any type of duplication, use, renting, lending, publication, or other use of any type at all requires explicit written permission from **EliteClub**. Violations of this requirement may result in legal consequences, particularly under trademark, copyright and competition law. **EliteClub** explicitly retains any copyright, trademark rights and usage rights (rights to use work and permission to use work) for all contents provided on this website.
- 2.4. **EliteClub**'s graphics, logos, headers, button icons, scripts and service names which are included as part of an **EliteClub** Service or have been prepared by them. All copyright, brand and trademark rights belong to **EliteClub**. **EliteClub** brands and trademarks may not be used in connection with any product or service, which does not belong to **EliteClub**, in any way which might lead to confusion of the customer or degrade or discredit **EliteClub**.
- 2.5. All other brands and trademarks which are not owned by **EliteClub** and appear as part of an **EliteClub** service are the property of the respective owner. **EliteClub** respects the immaterial property rights of third parties. If you are of the opinion that your immaterial property rights have been used in any way which gives rise to suspicion of violation, please inform **EliteClub** using the following email address: info@grandeliteclub.com

3. LIABILITY

- 3.1. **EliteClub** does its best to present correct and current information on this website. Details and information on this website are, however, without guarantee. Users of this website therefore agree to use this website and its contents at their own risk.
- 3.2. **EliteClub** strives to ensure that the website is available continuously and without interruption and that communications can take place without issue. However, your access to the **EliteClub** website may be interrupted occasionally or otherwise restricted so that repairs, maintenance or services can take place or in the event of force majeure (including but without limitation, any outage of internet service provisions) which is out of the reasonable control of the provider and thus he is not obliged to substitute these services. **EliteClub** strives to limit the frequency and duration of these temporary interruptions or limitations.
- 3.3. **EliteClub** accepts liability for damages incurred whilst using the website and its services if the causes of the damage can be attributed to an intentional or gross negligent breach of duty by **EliteClub** or its legal representatives or vicarious agents. An intentional breach of duty is in existence should **EliteClub** or its vicarious agents do not perform a duty intentionally, deliberately and willingly. A grossly negligent breach of duty is given if **EliteClub** or its vicarious agents do not fulfil a duty of conspicuous carelessness, i.e. the behaviour deviates extremely from the due diligence.
- 3.4. **EliteClub** is not liable for any material or immaterial damage which does not result from an intentional or gross negligent breach of duty on the part of **EliteClub**, their legal representatives or vicarious agents (including but without limitation a loss of profits, loss of revenue, reliance losses, damages due to loss of data, claims based on unjust enrichment, legal fees, or contract brokerage fees), which occur as a result of using the information provided or using incorrect or incomplete information.
- 3.5. **EliteClub** accepts no liability for damages which have been caused by mistakes, delays or interruptions in communications, disturbances or technical assets, loss and deletion of data, viruses or in any other way whilst using this website.
- 3.6. **EliteClub** is not responsible for hyperlinks or their content. **EliteClub** assumes no liability of any kind for the current status, accuracy, integrity, legality or quality of hyperlinks. Any liability lies with the provider of the linked website. **EliteClub** has no control over the current or future structure or contents of these hyperlinks. Therefore, **EliteClub** expressly distances itself from the contents of all hyperlinks which were changed after the linked was added, as well as from entries made by third parties in **EliteClub's** guest books, discussion forums and mailing lists. Continuous monitoring of the linked websites is not reasonable without substantial proof of legal infringements. As soon as **EliteClub** becomes aware of such legal infringement, the hyperlink will be removed promptly.
- 3.7. For potential illegal activities or information from electronic links that lead from this site to other sites on the worldwide web as well as for content that is created by users, **EliteClub** is only liable where it has been made aware in writing and has failed to promptly remove the information or to block access to it within a reasonable time period. Content of a discriminating, offensive, morally reprehensible or illegal nature can be removed by **EliteClub** at any time.
- 3.8. This disclaimer shall be considered a component of the website. If parts or single phrases in this text do not, only partially or simply no longer correspond to the current legal situation, the remaining part of this document, its contents and validity remain unaffected.

4. OFFERS FROM THIRD PARTIES

- 4.1. **EliteClub** offers entrepreneurs within the meaning of the Consumer Protection Act and legal entities under public law ("Sellers") the opportunity to use the **EliteClub** website for their exclusive offers of goods or services to **EliteClub** Members.
- 4.2. This means that persons other than **EliteClub** can provide services or sell their assortments through this website. **EliteClub** provides links to sites of associated companies and specific other companies. **EliteClub** is not responsible for any examination and evaluation of these offers or pages and makes no guarantee for the content accuracy or the content on these websites or the legality or functional capability. The necessary user details for the purpose of the business transactions are transferred by **EliteClub** to the respective company, whose offers and services the **EliteClub** Member wishes to use. Otherwise, the respective company is responsible for the entire purchase process.
- 4.3. **EliteClub** provides purely information as well as technical framework conditions for offers from third party companies and does not make legally-binding offers in this context. Obligations from contractual relationships existing between user and third parties cannot be assigned to **EliteClub**. **EliteClub** will not act as a contractual partner for closed contractual relations drawn up between users and third parties.

5. GENERAL

- 5.1. These Terms of Use shall be governed by law of the United Kingdom to the exclusion of the reference norms of international private law and the Uk Sales Convention.
- 5.2. Any dispute between the **EliteClub** and the User in connection with or arising out of the existence, validity, interpretation, performance and termination of this Terms of Use, which the parties are unable to resolve amicably within 30 (thirty) days from the notification of the dispute by the demanding party to the other party, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the **International Arbitration Centre London**, by three arbitrators. The Arbitration shall take place in London, United Kingdom. The language of the proceedings and awards shall be in English.

For any further questions regarding these Terms of Use and the General Terms and Conditions, please contact us at:

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