Terms of Service

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Welcome to Fantastik, the ecommerce website that offers you a wide range of products and services from different sellers and providers. By using our website, you agree to be bound by these terms of service, as well as our privacy policy and any other policies or guidelines that we may post on our website from time to time. Please read these terms carefully before using our website. If you do not agree to these terms, you must not use our website.

# 1. Your Account

To access some features of our website, you may need to create an account with us. You are responsible for maintaining the security and confidentiality of your account and password, and for any activities that occur under your account. You must not share your account or password with anyone else, or use someone else's account without their permission. You must notify us immediately if you suspect any unauthorized access or use of your account. We reserve the right to suspend or terminate your account at any time, for any reason, without notice or liability.

# 2. Your Use of Our Website

You may use our website for lawful purposes only. You must not use our website in any way that violates any applicable laws, regulations, or third-party rights, or that is fraudulent, abusive, harmful, or otherwise objectionable. You must not interfere with the normal functioning of our website, or attempt to access or modify any data or content that is not intended for you. You must not use any automated means, such as bots, scripts, or scrapers, to access or collect information from our website, or to place orders or make payments, without our prior written consent. You must not use our website to send or transmit any unsolicited or unauthorized advertising, promotional materials, spam, or any other form of solicitation.

# 3. Your Orders and Payments

When you place an order on our website, you agree to pay the price and any applicable taxes, fees, and shipping costs for the products or services that you order. You also agree to provide us with accurate and complete billing and delivery information, and to authorize us to charge your chosen payment method for the amount of your order. We may use third-party payment processors to process your payments, and you agree to comply with their terms and conditions as well. We reserve the right to cancel or reject any order, for any reason, at our sole discretion. We will notify you by email if your order is canceled or rejected, and we will issue a refund if you have already paid for it.

We do not guarantee the availability, quality, or accuracy of any products or services that are offered on our website by different sellers and providers. We are not responsible or liable for any disputes, claims, or issues that may arise between you and any seller or provider, or for any damages or losses that you may incur because of your purchase or use of any products or services. You are solely responsible for verifying the information, descriptions, and specifications of any products or services that you order, and for complying with any warranties, returns, or refunds policies that may apply to them. You agree to communicate and deal directly with the seller or provider of any products or services that you order, and to resolve any disputes or issues with them directly, without involving us.

# 4. Your Feedback and Reviews

We appreciate your feedback and reviews on our website, and we encourage you to share your honest opinions and experiences with other users. However, you must not post any feedback or reviews that are false, misleading, defamatory, offensive, or otherwise violate any laws, regulations, or third-party rights. You must also not post any feedback or reviews that contain any personal information, advertising, spam, or any other form of solicitation. We reserve the right to moderate, edit, or remove any feedback or reviews that we deem inappropriate, at our sole discretion. We do not endorse or verify any feedback or reviews that are posted on our website, and we are not responsible or liable for any damages or losses that you may incur as a result of relying on them.

# 5. Intellectual Property Rights

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When you post or submit any content or materials to our website, such as feedback, reviews, comments, questions, or suggestions, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and sublicensable right to use, reproduce, modify, adapt, publish, translate, distribute, and display such content and materials, in any media or format, for any purpose, without any compensation or attribution to you. You also waive any moral rights or claims that you may have in such content and materials. You represent and warrant that you own or have the necessary rights and permissions to post or submit such content and materials, and that they do not violate any laws, regulations, or third-party rights.

# 6. Disclaimer of Warranties

Our website and its content and materials are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. To the fullest extent permitted by law, we disclaim all warranties, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy. We do not warrant that our website or its content and materials will be uninterrupted, error-free, secure, or free of viruses or other harmful components. We do not warrant that the information, descriptions, or specifications of any products or services that are offered on our website by different sellers and providers are accurate, complete, or reliable. We do not warrant that any feedback or reviews that are posted on our website are truthful, objective, or helpful. You use our website and its content and materials at your own risk, and you are solely responsible for any damages or losses that you may incur as a result of your use.

# 7. Limitation of Liability

To the fullest extent permitted by law, we and our affiliates, directors, officers, employees, agents, and contractors will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, revenue, data, goodwill, or other intangible losses, arising out of or in connection with your use of or inability to use our website or its content and materials, or your purchase or use of any products or services that are offered on our website by different sellers and providers, or your reliance on any feedback or reviews that are posted on our website, whether based on contract, tort, negligence, strict liability, or otherwise, even if we have been advised of the possibility of such damages. In no event will our total liability to you for all claims arising out of or in connection with your use of our website or its content and materials, or your purchase or use of any products or services that are offered on our website by different sellers and providers, or your reliance on any feedback or reviews that are posted on our website, exceed the amount of one hundred dollars ($100).

# 8. Indemnification

You agree to indemnify, defend, and hold harmless us and our affiliates, directors, officers, employees, agents, and contractors from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees, including reasonable attorneys' fees, arising out of or in connection with your use of or inability to use our website or its content and materials, or your purchase or use of any products or services that are offered on our website by different sellers and providers, or your violation of these terms of service, or any laws, regulations, or third-party rights.

# 9. Governing Law and Jurisdiction

These terms of service and any disputes or claims arising out of or in connection with them will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in the County of New York, New York, for the resolution of any disputes or claims arising out of or in connection with these terms of service.

# 10. Changes to These Terms of Service

We may revise and update these terms of service from time to time, at our sole discretion. We will notify you of any changes by posting the new terms of service on our website, and indicating the date of the last update. You are responsible for checking these terms of service periodically for any changes. Your continued use of our website after any changes to these terms of service will constitute your acceptance of such changes. If you do not agree to the new terms of service, you must stop using our website.

# 11. Contact Us

If you have any questions, comments, or concerns about these terms of service or our website, please contact us at support@Fantastik.com.