

TERMS OF USE

These Terms of Use (the "Terms") govern the relationship between wellia.com.ua (the "Service", "we", "us", "our") and you ("you", "your") in relation to access to the functionality of the website <https://www.wellia.com.ua> (the "Website").

We recommend that you review these Terms carefully. Any use of the Website and of the information posted on it is governed by the terms set out herein.

By accessing or using the Website, you agree to be bound by: (1) these Terms; and (2) the Privacy Policy published on the Website. If you do not agree with these Terms, please do not use the Website.

These Terms are drafted in a universal format: they cover both the current functionality of the Website and possible future features (registration, order placement, payment, newsletter subscription, etc.). A provision relating to a specific feature applies only where that feature is actually available on the Website at the time of your visit.

1. General provisions

1.1. Definitions

Website — the website <https://www.wellia.com.ua> and its subdomains, through which the Company provides Visitors with access to information and, where available, other Services.

Visitor — a natural person who uses the Website to obtain information or any of the Services described in Section 2.

Services — any functionality available to Visitors of the Website at the time of use: viewing content, submitting enquiries through the contact form and, where available, account registration, order placement, payment and newsletter subscription.

1.2. The Company

The Website is owned and administered by Ular Farming Enterprise (USREOU code 32461669, email: office@ular.com.ua) (the "Company"), a legal entity registered and operating under the laws of Ukraine, together with its authorised representatives and contractors.

1.3. Changes to the Terms

We reserve the right, at our sole discretion, to amend these Terms at any time by publishing an updated version on the Website. Your continued use of the Website after such changes are published constitutes your acceptance of the updated Terms. We will make reasonable efforts to notify you of material changes, but we recommend that you review these Terms periodically yourself.

2. Website Services

The scope of the Services actually available is determined by the functionality implemented on the Website at the time of your visit. All possible use scenarios are described below — each of them applies only where the relevant Service is active.

2.1. Viewing content (always applicable)

You may review the content of the Website, including the Company's product catalogue, information about production and equipment and other informational materials, and follow links to the Company's social media pages.

2.2. Enquiries through the contact form or by email

You may contact the Company through the contact form or the email address indicated on the Website in order to request a commercial offer or a consultation, or with any other question.

2.3. If account registration is available on the Website

Where the Website provides for registration, you may create an account by providing accurate information about yourself. You are responsible for keeping your account credentials confidential and for all actions carried out under your account. The Company is entitled to suspend or delete an account in the event of a breach of these Terms.

2.4. If order placement and/or payment is available on the Website

Where the Website provides for the placement of orders for goods or services, the terms of such an order (price, timescales, payment and delivery arrangements) are determined at the order placement stage or in a separate agreement between you and the Company. Where payment is made online, it is processed by a certified payment provider; the Company does not store full payment details.

2.5. If newsletter subscription is available on the Website

Where the Website offers a subscription to news or marketing communications, such subscription is carried out solely with your voluntary consent and you may unsubscribe at any time.

2.6. Where a feature is not active

If any of the Services described in Sections 2.3–2.5 has not been implemented on the Website at a given time, the corresponding provisions of these Terms do not apply and do not give rise to any obligations — either for the Company or for the Visitor — until such Service is actually launched.

2.7. Licence

All rights to the Website and to the content posted on it belong to us, our licensors, affiliates or designated third parties. Under these Terms, we grant you a revocable, limited, non-exclusive, non-transferable and non-sublicensable worldwide licence to access and use the Website and the Services in accordance with these Terms. This licence does not include any right to resell or otherwise commercially exploit the content of the Website.

2.8. Changes to the Website

We reserve the right, at our sole discretion, to change, modify, introduce, discontinue or temporarily suspend access to the Website or to individual Services at any time without prior notice, including as a result of technical failures, updates, emergency circumstances or reasons beyond our reasonable control.

3. Access to the Website and use restrictions

3.1. Eligibility

By using the Website, you represent and warrant that you have the right, authority and legal capacity to comply with these Terms. If you use the Website on behalf of a legal entity, you represent that you are authorised to enter into these Terms on its behalf.

3.2. Prohibited conduct

When using the Website and any of the Services, you agree that you may not:

- use the Website in any manner that breaches the law, the rights of third parties or these Terms;
- provide inaccurate information when registering, placing an order or subscribing to the newsletter (where such Services are available);
- attempt to obtain the source code of, decompile or disassemble the Website's technologies;
- harvest data from the Website by automated means (bots, spiders, scrapers, etc.);
- use malicious software (viruses, trojans, etc.) capable of damaging the Website;
- attempt to gain unauthorised access to the Website, its data or related systems, including other persons' accounts.

4. Intellectual property

All content of the Website — information, design, text, graphics, visual interfaces, logos, source and object code and other materials ("Our Content") — is protected by copyright, trade marks and other intellectual property rights, belongs to us or our affiliates or is licensed to us, and is protected by the legislation of Ukraine and by international treaties.

Reproduction, distribution, sale, licensing, copying or publication of any part of the Website or of Our Content without express permission is strictly prohibited. Use of the Website or of any Service does not grant you any ownership rights in such content.

5. Disclaimer of warranties

You use the Website and any of the Services at your own discretion and risk. The Website and the Services are provided "as is" and "as available", without any warranties, express or implied, including warranties of accuracy, availability or non-infringement of third-party rights. We make reasonable efforts to keep the information on the Website up to date, but we do not warrant its completeness or accuracy. For up-to-date information, please contact us using the contact details indicated on the Website.

6. Limitation of liability

We are not liable for any loss or damage arising out of the use of, or the inability to use, the Website or any of the Services, including where caused by circumstances beyond our reasonable control (technical failures, force majeure, etc.).

We are not liable for interactions between Visitors and third parties, in particular payment providers or other service providers engaged in the provision of individual Services, nor for third-party websites linked to from the Website.

7. Final provisions

7.1. Entire agreement

These Terms constitute the entire agreement between you and us regarding access to and use of the Website and the Services. The invalidity of any individual provision does not affect the validity of the remaining Terms.

7.2. Assignment

You may not assign your rights or obligations under these Terms without our prior consent. We may freely assign our rights or delegate the performance of our obligations to third parties.

7.3. Governing law

We operate and administer the Website from our office in Ukraine. All matters relating to the Website, the Services and these Terms are governed by the applicable legislation of Ukraine.

7.4. Links to other websites

The Website may contain links to third-party websites that we do not own and do not control. We are not responsible for their content or privacy policies, and we recommend that you review the terms of each such third-party resource separately.

7.5. Term

These Terms remain in force for as long as you use the Website or any of the Services. Provisions which by their nature are intended to survive the end of such use (in particular those concerning intellectual property, disclaimer of warranties and limitation of liability) shall remain in effect.

Contact details

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