

TERMS AND CONDITIONS OF USE AND SALE

Last Updated: 06.12.2025

Version: 2.0

ARTICLE 1: INTRODUCTION AND ACCEPTANCE

1.1. Parties. These Terms and Conditions ("Terms") govern the legal relationship between **Waylight Inc.**, located at 7209 Lancaster Pike, Suite 4-1282, Hockessin, DE, 19707, USA ("Waylight," "Owner," "We," "Us"), and any individual or entity ("User," "You", "Merchant") accessing or using the website **waylight.me** and related services (collectively, the "Platform" or "Service").

1.2. Acceptance. By registering for, accessing, or using the Platform, you confirm that you have read, understood, and agreed to be bound by these Terms. If you do not agree, you must immediately cease using the Platform.

1.3. Service Nature. Waylight provides a technical infrastructure that allows Users to interact, including "Merchants" (who offer products/services) and "Buyers" (who purchase them). **Waylight is not a party to any transaction between Buyers and Merchants.**

ARTICLE 2: THE PLATFORM AND LIMITATION OF SCOPE

2.1. Venue Only. You acknowledge that Waylight is strictly a venue and technical intermediary. We do not manufacture, sell, store, or inspect the products or services offered by Merchants ("Merchant Products").

2.2. No Control. Waylight does not control, and is not responsible for:

- The quality, safety, morality, or legality of Merchant Products.
- The truth or accuracy of Merchant listings.
- The ability of Merchants to sell items or Buyers to pay for them.

2.3. Release. In the event of a dispute between a Buyer and a Merchant, you release Waylight (and our officers, directors, agents, subsidiaries, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

ARTICLE 3: ACCOUNT REGISTRATION AND SECURITY

3.1. Eligibility. You represent that you have the legal capacity to enter into this agreement. If you are registering on behalf of a business entity, you represent that you have the authority to bind that entity to these Terms.

3.2. Credentials. You are responsible for maintaining the confidentiality of your login credentials. You are fully responsible for all activities that occur under your account. You must notify Waylight immediately of any unauthorized use.

3.3. Termination by User. You may terminate your account at any time by contacting support@waylight.me. Termination does not relieve you of obligations to pay outstanding fees or fulfill pending orders.

3.4. Termination by Waylight. We reserve the right to suspend or terminate your account at our sole discretion, without notice, if we believe you have violated these Terms or pose a legal risk to the Platform.

ARTICLE 4: ACCEPTABLE USE AND CONTENT

4.1. Prohibited Activities. You agree not to:

- Violate any laws, third-party rights, or these Terms.
- Post content that is defamatory, obscene, misleading, or offensive.
- Distribute viruses or technologies that may harm the Platform or the interests of other Users.
- Harvest or collect information about Users without their consent.

4.2. User Content License. By posting content (images, descriptions, reviews) to the Platform, you grant Waylight a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to use, modify, and display such content for the purpose of operating and promoting the Platform.

4.3. Digital Millennium Copyright Act (DMCA). If you believe content on the Platform infringes your copyright, please submit a notice to our Copyright Agent at info@waylight.me containing the requirements outlined in 17 U.S.C 512(c)(3).

ARTICLE 5: PROVISIONS SPECIFIC TO BUYERS

5.1. Purchasing. When you purchase a Merchant Product, you are entering into a direct contract with the Merchant, not Waylight.

5.2. Prices and Fees. Prices are set by the Merchant. You agree to pay the total price including any applicable taxes, shipping costs, and Platform service fees displayed at checkout.

5.3. Virtual Currency. If the Platform allows the purchase of Virtual Currency, it is for use solely within the Platform. It has no monetary value outside the Service, is non-transferable, and cannot be redeemed for cash unless required by law.

5.4. Recurring Subscriptions and Free Trials.

Certain Merchant Products may be offered as recurring subscriptions ("Subscriptions"). By purchasing a Subscription, you acknowledge that your subscription has an initial and recurring payment feature, and you accept responsibility for all recurring charges prior to cancellation.

- **Automatic Renewal:** You authorize us (on behalf of the Merchant) to submit periodic charges (e.g., monthly, annually) to your stored payment method without further authorization from you, until you provide prior notice that you have terminated this authorization or wish to change your payment method.
- **Free Trials:** If you sign up for a Subscription that includes a free trial, unless you cancel your Subscription before the end of the trial period, you will be automatically charged the applicable Subscription fee to your stored payment method at the expiration of the trial.
- **Cancellation:** You may cancel a Subscription at any time via your account settings. Cancellation will take effect at the end of the current billing period; no refunds will be issued for partial billing periods.

ARTICLE 6: PROVISIONS SPECIFIC MERCHANTS

6.1. Merchant Responsibility. You are solely responsible for:

- The accuracy of your product descriptions, prices, and availability.
- Fulfilling orders promptly and professionally.
- Ensuring your products differ to all applicable safety and legal standards.
- Complying with all consumer protection laws in the jurisdictions where you sell (including EU Right of Withdrawal where applicable).

6.2. Indemnification by Merchant. You agree to indemnify, defend, and hold harmless Waylight Inc. from any claims, liabilities, damages, or costs (including legal fees) arising from:

- Your products or services (including product liability claims).
- Your failure to comply with applicable tax laws.
- Any dispute between you and a Buyer.

6.3. License/Permits. You represent that you hold all necessary licenses, authorizations, and permits required to sell the goods or services you offer on the Platform.

ARTICLE 7: FEES AND PAYMENTS

7.1. Website Fees.

You acknowledge that Waylight charges fees for access to the Platform, technical infrastructure, payment routing, and operational services ("Website Fees"). These fees are distinct from the price of goods or services charged by Merchants.

7.2. Non-Refundable Nature.

ALL WEBSITE FEES ARE FINAL, NON-REFUNDABLE, AND NON-REVERSIBLE UNDER ALL CIRCUMSTANCES.

You expressly acknowledge and agree that Website Fees are earned by Waylight at the moment a transaction is processed.

7.3. No Refunds for Transaction Failures.

Without limiting the generality of Section 7.2, Website Fees shall **not** be refunded even in the following circumstances:

- **Merchant Failure:** The Merchant fails to deliver, perform, or fulfill the purchased goods or services.
- **Dissatisfaction:** The Buyer cancels the order or is dissatisfied with the Merchant's product or service quality.
- **Refunds Issued by Merchant:** The Merchant issues a full or partial refund to the Buyer for the product price.
- **Disputes & Chargebacks:** The transaction is reversed, disputed, or subject to a payment chargeback by a bank or credit card provider.
- **Defects:** The Merchant's service is defective, delayed, or incomplete.

7.4. Dispute of Fees.

Waylight retains all collected Website Fees irrespective of any dispute between a Buyer and a Merchant. Any refund for Merchant-provided goods or services is the sole responsibility of the Merchant and shall not include a refund of any Website Fees paid to Waylight.

7.5. Merchant Fee Plans and Billing.

Merchants access the Platform under one of two fee structures, as selected during account registration or upgraded thereafter:

- **Commission-Based Model:** Waylight charges a percentage-based commission on the total value of each transaction processed. You authorize Waylight to automatically deduct this commission from the transaction proceeds before the remainder is settled to your account.
- **Subscription-Based Model:** Waylight charges a fixed recurring fee ("Plan Fee") for access to the Platform. By selecting this model, you authorize Waylight to charge the Plan Fee to your stored payment method in advance on a recurring basis (e.g., monthly or annually).
 - **Stored Payment Authorization:** You agree to keep a valid payment method on file. You expressly authorize Waylight to charge this payment method for all Plan Fees and any applicable taxes automatically upon the renewal date of your billing cycle.
 - **Failed Payments:** If a Plan Fee payment fails, Waylight may suspend your access to the Platform or downgrade your account to a Commission-Based Model until payment is successfully processed.

ARTICLE 8: WITHDRAWAL RIGHTS (EU/UK CONSUMERS ONLY)

This Article 8 applies solely to Users located in the European Union (EU), European Economic Area (EEA), or the United Kingdom (UK) acting as Consumers.

8.1. Right of Withdrawal. You have the right to withdraw from contracts for the purchase of services or digital content within 14 days without giving any reason.

8.2. Exercising the Right. To exercise this right, you must send an unequivocal statement to info@waylight.me.

8.3. Exceptions. The right of withdrawal does not apply to:

- Service contracts after the service has been fully performed if the performance has begun with your prior express consent.
- Digital content usage if the performance has begun with your prior express consent and acknowledgment that you lose your right of withdrawal.

ARTICLE 9: DISCLAIMER OF WARRANTIES (US USERS)

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WAYLIGHT INC. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

ARTICLE 10: LIMITATION OF LIABILITY

10.1. General Limitation. To the maximum extent permitted by law, Waylight Inc. shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your access to or use of or inability to access or use the Service;
- Any conduct or content of any third party (including Merchants) on the Service.

10.2. Cap on Liability. In no event shall Waylight's aggregate liability exceed the greater of (i) one hundred U.S. dollars (US \$100.00) or (ii) the amount you paid Waylight, if any, in the past six months for the service giving rise to the claim.

10.3. Jurisdiction Specifics.

- **EU/UK Users:** Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or for fraud or fraudulent misrepresentation.
- **Australian Users:** Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us.

ARTICLE 11: GOVERNING LAW AND DISPUTE RESOLUTION

11.1. Governing Law. These Terms shall be governed by the laws of the **State of Delaware, USA**, without respect to its conflict of laws principles.

11.2. US Class Action Waiver. **USERS IN THE US AGREE THAT ANY CLAIMS SHALL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.**

11.3. EU Dispute Resolution. The European Commission provides an online dispute resolution platform, available at <http://ec.europa.eu/consumers/odr/>.

ARTICLE 12: GENERAL PROVISIONS

12.1. Severability. If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

12.2. Modification. Waylight reserves the right to modify these Terms at any time. Continued use of the Service constitutes acceptance of modified Terms.

12.3. Contact. For any questions regarding these Terms, please contact:

Waylight Inc.

7209 Lancaster Pike, Suite 4-1282

Hockessin, DE, 19707, USA

Email: info@waylight.me