

Wistitee - Conditions of Use for the Website

Last Update: December 23, 2015

The following terms and conditions govern the use of our website www.wistitee.com. Please read them carefully.

Article 1: Legal Notice

The retail website www.wistitee.com (hereinafter referred to as the “Website”) is an e-commerce site accessible by Internet open to any user of the World Wide Web. It is published by SPRL Banana Kingdom (hereinafter the “Company”), a private limited liability company (S.P.R.L., or Société privée à responsabilité limitée), headquartered at Chemin Rive Droite du Canal du Centre 61, 7000 Mons, Belgium, and registered with the Crossroads Bank for Enterprises (BCE/KBO), registration number BE-0567625687, electronic mail address: hello@wistitee.com.

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Article 2: Purpose

These general terms and conditions of use (hereinafter the “General Terms and Conditions”) are intended to establish the legal framework for the means by which the Website’s services are made available to, and are used by, web users browsing the Website (hereinafter the “Users”). They constitute the contract between the Website and the User and must be accepted by the User if s/he wishes to access the Website.

By accessing the Website, the User acknowledges that s/he accepts these General Terms and Conditions. If this is not the case, the User shall not use the services offered on the Website.

The use of certain services on the Website may sometimes require that Users abide by additional rules or policies, indicated in specific statutes available on the Website. These rules and policies are to be considered integral to the present terms and conditions.

Article 3: Definitions

The purpose of this clause is to review and define the key terms used in these General Terms and Conditions:

- General Terms and Conditions: the present general terms and conditions of use for the e-commerce website www.wistitee.com.
- Company: SPRL Banana Kingdom, a private limited liability company (S.P.R.L., or Société privée à responsabilité limitée), the Website publisher.
- Website: the e-commerce website Wistitee, accessible on the Internet at www.wistitee.com, or another URL address.

- Services: the entire range of services offered by the Company and accessible on the Website.
- User: any web user using either the Website or one of the services offered on the Website.
- User Content: the data transmitted by the User via the Website.
- Member: a User who has registered with Website and logged on.
- Artwork: Any artwork submitted on the Website by a User and created using computer-aided design software.
- Buyer: A User who has previously completed a purchase on the Website.
- Username and Password: the information needed for a User to log onto the Website.
- Personal Account: a space accessible by Website Members only on which they can manage certain Services as well as their personal information.

Article 4: Purpose of the Website

Wistitee is an interactive e-commerce website offering limited edition t-shirts for sale.

The designs that we have screen-printed onto our t-shirts are original works by Members who submit their Artwork to the Website community.

Any Member can submit his or her Artwork, vote for his or her own Artwork or for the Artwork by others available on the Website, comment on Artwork and share it in order to influence the Company in selecting future t-shirts that will be put up for sale on the Website.

When an illustration is selected to be printed on a t-shirt, the design goes up for sale for a set period of time. Once the sale of the item is completed, the Company sends an order for the sold t-shirts to be printed, and the Member artist who created the design receives a commission proportional to the total number of units sold.

Article 5: Accessing our services

The Website allows all Users to make use of the following services for free. They can:

- Buy the items offered for sale by the Company;
- Read material published on the Website's forums and blog;
- Consult Member profiles;
- Consult other resources, such as: question/answer forums, the general terms and conditions of sale, the present General Terms and Conditions, and so on;
- Register and thereby become a Website Member in order to access the following features:
 - The ability to create discussion topics on the Website's forums;
 - The ability to comment on subjects published in the Website's forums and blog;
 - The ability to vote for other Users' Artwork and to comment on that Artwork;
 - The ability to submit, by way of the Website or related methods clearly outlined on the Website, User Content (such as Artwork);
 - The ability to access one's Personal Account (and to modify one's profile);
 - The ability to follow other Members in order to be informed of their activities on the Website;
 - The ability to subscribe to newsletters.

Members are responsible for interactions carried out with other Members. The User expressly accepts the fact that the Company's involvement is limited to offering its Members an easily accessible and convivial platform for doing this.

The Website is accessible for free anywhere to any User with access to the Internet. The User is responsible for all charges incurred in order to gain access to the Website (computer hardware, software, an Internet

connection, etc.). S/he alone is responsible for the proper functioning of his or her computer equipment, and for accessing the Internet.

The Company does everything in its power to ensure high quality access to its Services. The Company will take due care, but cannot guarantee that this objective will be achieved. The Company cannot be held liable for any event due to force majeure resulting in the malfunction of the Internet or of the server.

Access to Services can, at any time, be interrupted, suspended, or modified without prior notice, for maintenance purposes or for any other reason. The User shall claim no indemnity as a result of an interruption, suspension or modification of the present contract.

Article 6: Website Registration

1. All Users are permitted to register as a Member of the Website and publish User Content, provided they are at least 18 years of age. If the User is at least 13 years old but less than 18, s/he must obtain the consent of a parent or legal guardian before registering as a Member of the Website.
2. Anytime the Website is used by someone representing a company or another entity of any kind, the User agrees that s/he is authorized to act in the name of said company or entity. In such cases, it is understood that the terms "User", "Member" and "Buyer" used in these General Terms and Conditions, refer to the company or entity represented.
3. If the User chooses to register on the Website in order to become a Member, s/he will be asked to choose a Username and Password. The User implicitly agrees that s/he is responsible for all activities conducted under this Username on the Website.
4. By registering on the Website, the User accepts that:
 - 4.1. His or her Personal Account and Password are confidential and shall not be used by a third party to access the Website;
 - 4.2. S/he shall not provide false information on the Website or create a Personal Account for another person other than him- or herself without authorization to do so;
 - 4.3. S/he shall create no more than one Personal Account for his or her own use;
 - 4.4. S/he shall not create a Username that is obscene or offensive, contains swearwords, endorses an illegal activity, or violates a trade name or other property rights;
 - 4.5. S/he shall not create a Username containing the name of the Company or the Website in such a way as to confuse other Members or misrepresent the Company or the Website.
5. The Company reserves the right to modify Usernames and disconnect or deactivate User Accounts that are inactive for an extended period of time.
6. The User agrees to inform the Company of any unauthorized use of his or her Personal Account or of his or her Username.
7. The User will be held responsible for losses caused to the Website resulting from the use of his or her Personal Account or Username by a third party if the User has not taken the appropriate steps to maintain the confidentiality of his or her Password. The Company bears no liability in such situations.

Article 7: Accountability, respect and values

By publishing User Content on the Website, in whatever form that may take (a comment, for example), the User agrees to abide by the rules of conduct and the various points mentioned in this article. The User assures the Company that s/he is the owner of all the rights to content that s/he publishes, that s/he is not violating anyone's privacy rights, advertising rights, intellectual property rights, contractual rights, or any other right.

The User acknowledges that s/he understands and accepts full responsibility for User Content that s/he publishes on the Website. The Company cannot be held liable for any User Content published on the Website. The opinions expressed and the information contained in comments or in any other message have not necessarily been read or approved by the Company. The Company is under no obligation to check any User Content, in particular User comments. If a User discovers content that does not adhere to these General Terms and Conditions, the Company requests that the User inform the Company of his or her concern using the contact form.

The Company reserves the right to make minor changes to the form of published material (e.g., to correct spelling mistakes, modify SMS language, eliminate excessive use of capitals) so as to make it more readable; or, more generally, to change or delete any User Content considered inappropriate for the Website, without advance warning, notification or justification.

The User shall not publish User Content that might be construed as any of the following (note that the list of unacceptable content is not limited to the cases enumerated here):

- Any content that is slanderous, that infringes on others' right to privacy, that is abusive, harassing, threatening, blasphemous, violent, sexually explicit or that violates others' rights in a general way;
- Any content that is threatening, harassing, intimidating, insulting, racist, sexist, homophobic, anti-Semitic, degrading, untruthful, or discriminatory in any way;
- Any content designed to promote political or religious ideas, and any form of pornography;
- Any use of the Website for business, promotional or marketing purposes and, more generally, that constitutes spam;
- Content that promotes, facilitates or endorses an illegal activity or a violation of these General Terms and Conditions;
- The publication of content of a personal nature regarding the User him- or herself, or other Users;
- Involving techniques such as cross posting (a technique consisting of posting on the same subject in different forums);
- Any message that is irrelevant to the subject at hand, repetitive, or that takes up an inordinate or disproportionate amount of space on the Website;
- Any message containing one or several viruses, Trojan horses, worms, and so on, intended to harm, disrupt or degrade the Website or hardware used by Users to access the Website;
- Any infringement of copyrights, trade names, patents, or other rights of industrial or business property within the framework of applicable laws;
- Any violation, intentional or not, of any laws or national or international regulation in effect, and of any other rules having the force of law.

The Company encourages Users to first read the descriptions of forums before publishing messages so as to ensure that they appear in the appropriate ones. We recommend using the search function before publishing a new message so as to avoid any repeat postings.

The Company reserves the right to ban the IP addresses of Members who repeatedly publish the kinds of content mentioned in this article, so that they no longer have publishing permissions; we reserve the right to do this without advance warning, notification or justification. The same holds for Users trying to mislead other Users by assuming the personal or business name of someone else and, more specifically, by trying to assume the identity of an employee or affiliate of the Company, a moderator, or web hosting company. Finally, the Company is allowed to take similar action against any User whose actions interfere with Users' ability to access the Website.

The Company may disclose User information in response to subpoenas, court orders, legal process, and any other measures taken on grounds of public policy, and to fulfill other legal obligations.

The Company reserves the right to establish limits on the use of its Services. It offers no guarantees in the case of the deletion, or the failure to archive, messages, communications, or any other content made public or transmitted via the Website.

Article 8: Intellectual property

Unless otherwise indicated, all constituent parts of the website, whether consisting of text, imagery, or sound, and including the underlying technology, as well as company logos and branding, are protected by copyright, trademark, and patent rights, and more broadly by intellectual property rights as well as data protection laws. They are the exclusive property of the Company or of the third parties granting the Company a license to use them.

The User acquires none of the aforementioned rights by visiting the Site. Under intellectual property rules, any reproduction (including by downloads, printing, and so on), representation, adaptation, translation, transformation, or transfer onto another website, of one or several of the aforementioned components, is forbidden without prior written authorization from the Company and/or the rights holder. All unauthorized use of this content constitutes an infringement of copyright and may result in prosecution in civil and/or criminal court, as well as the payment of damages and interest.

The User agrees not to manipulate the Website or to interfere in the offers or transactions of other Users.

Article 9: Personal data

The personal information requested when registering on the Website is required and necessary in order to create a User Account. In particular, electronic addresses can be used by the Website to administer, manage and provide Service.

The information collected by the Company via the Website will be used only for the purposes for which they were first provided. In compliance with the law on the protection of privacy in personal data processing, dated December 8, 1992, all Users have the right to access, modify, correct, and delete their data, by contacting the Company. Users can exercise this right via:

- Their personal accounts;
- The contact form;
- Email, by writing to: hello@wistitee.com

For all information related to the application of the law on the protection of privacy in personal data processing, dated December 8, 1992, Users should consult the Commission for the Protection of Privacy's website (<https://www.privacycommission.be/>).

Article 10: Liability and force majeure

The sources of information provided on the Website are believed to be accurate. However, the Company reserves the right not to guarantee the reliability of these sources. Information displayed on the Website is for informational purposes only. Therefore, the User assumes full responsibility for the use of information and content on the Website.

The User acknowledges that his or her use of the Website, including all content either downloaded or obtained by other means through use of the Website, does so at his or her own risk. The User agrees to forfeit his or her right to take any course of action permitted by law, and his or her right to initiate any claim or legal action against the Company for any and all losses, damages, expenses, or other harm resulting from the use of the Website.

In accordance with Article 6, the User agrees to keep his or her Password confidential. It is forbidden – regardless of how it might be done – to disclose one's Password. The User assumes the risks associated with the use of his or her Username or Personal Account. The Company cannot be held liable as the result of the improper use of either of these.

The Company cannot guarantee that the Website or its contents will be free of computer viruses. Users agree to take all necessary steps to protect themselves from the presence of viruses on the Website. The Company cannot be held responsible if a computer becomes infected by a virus or by any other form of contamination that may cause damage to a User's equipment. A User whose use of the Service either directly or indirectly causes damage may be made to pay compensation to the Company.

The Company does not guarantee the complete security and confidentiality of transmitted data, although the Company is committed to implementing all means necessary to guarantee them to the greatest extent possible.

The Company is not liable in the case of force majeure or an unforeseeable and insurmountable event caused by a third party.

The User agrees to indemnify, defend, and hold the Company harmless from and against any claim, demand, loss, damage, expense and responsibility, including the legal costs caused and claimed by a third party, the result of:

- Use of the Website or of part of the Website by the User;
- A violation of these General Terms and Conditions;
- Infringement or misuse by the User, or by a third party using the computer, the Personal Account or the Username of the User in order to access and use the Website;
- Infringement by the User of intellectual property rights.

Article 11: Cookies

The Company makes use of cookies in order to improve web users' experience as they browse the Website. Cookies are small computer files stored on the User's computer's hard disk. They serve to indicate that the User has previously accessed the Website. Cookies are used by the Company, among other purposes, in order to personalize services offered to the User.

The User has the right to refuse cookies by adjusting the configuration of his or her Internet browser. S/he can then no longer personalize services provided to him or her by the Company via the Website.

Article 12: Hyperlinks

The Website contains hyperlinks that redirect to external sites. These links redirect, however, to webpages that do not fall under the Company's responsibility, and which plays no role in their management. The User agrees not to hold the Company liable with respect to the content or the resources obtained by way of these external hyperlinks.

Article 13: Duration

The present contract takes effect with respect to the User from the first day s/he uses the service and remains in effect indefinitely.

Article 14: Applicable law and jurisdiction

These General Terms and Conditions are governed by Belgian law, without regard to the conflict of laws in the region. The User acknowledges that any court action arising from his or her use of the Website or of these General Terms and Conditions or in connection with them falls under the jurisdiction of the court system of Mons, Belgium, and the User expressly agrees to submit to the jurisdiction of this court system for the purposes of such legal action.

Article 15: General provisions

If one of the provisions of these General Terms and Conditions should prove illegal, invalid or inapplicable for whatever reason, that provision will be deemed to be severable and the other provisions of these General Terms and Conditions will not be affected. These General Terms and Conditions constitute the entirety of the contractual relationship between the User and the Company with respect to the subject matter herein.

In the case that there are discrepancies of meaning in these General Terms and Conditions of Use between the original French version and a translated version, the original French version shall prevail.

Article 16: Modifications to the Website and to the General Terms and Conditions

The Company reserves the right to modify the Website and the services offered as well as to change, modify, add, or delete parts of these General Terms and Conditions, in particular to adapt with the Website as it evolves by offering new features, and by removing or modifying existing features. Users will be informed by email or will be notified on the Website of any modification made to the General Terms and Conditions. Moreover, the User agrees to regularly consult the General Terms and Conditions. If s/he no longer accepts these terms and conditions or the modifications that have been made to them, s/he shall cease using the Website. Modifications to these General Terms and Conditions will be considered to have been accepted when the User once again makes use of the Website, whether s/he has actually become aware of these changes or not.

Article 17: Contact

For questions and information on the products and services offered on the Website, or in connection with the Website or the Company, the User can contact the Company at the following email address: hello@wistitee.com

To inform us of illicit online content or activity, the User can leave a message at the following email address: hello@wistitee.com, or may send notice to the Company by registered mail with acknowledgement of receipt at the following address:

Wistitee (SPRL Banana Kingdom)
Chemin Rive Droite du Canal du Centre 61
7000 Mons
Belgium

We hope you enjoy our website. Thank you for your visit.

- The Wistiteam