

# Terms & Conditions

Updated at 05.01.2025

## General Terms

By accessing and placing an order with Cyberswave, you confirm that you are in agreement with and bound by the terms of service contained in the Terms & Conditions outlined below. These terms apply to the entire website and any email or other type of communication between you and Cyberswave.

Under no circumstances shall Cyberswave team be liable for any direct, indirect, special, incidental or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, the materials on this site, even if Cyberswave team or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair or correction of equipment or data, you assume any costs thereof.

Cyberswave will not be responsible for any outcome that may occur during the course of usage of our resources. We reserve the rights to change prices and revise the resources usage policy in any moment.

## License

Cyberswave grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Cyberswave strictly in accordance with the terms of this Agreement.

These Terms & Conditions are a contract between you and Cyberswave (referred to in these Terms & Conditions as "Cyberswave", "us", "we" or "our"), the provider of the website and the services accessible from the Cyberswave website (which are collectively referred to in these Terms & Conditions as the "Cyberswave Service").

You are agreeing to be bound by these Terms & Conditions. If you do not agree to these Terms & Conditions, please do not use the Cyberswave Service. In these Terms & Conditions, "you" refers both to you as an individual and to the entity you represent. If you violate any of these Terms & Conditions, we reserve the right to cancel your account or block access to your account without notice.

## Definitions and key terms

To help explain things as clearly as possible in this Terms & Conditions, every time any of these terms are referenced, are strictly defined as:

**Cookie:** small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, remember information about you such as your language preference or login information.

**Company:** when this terms mention "Company, "we," "us," or "our," it refers to Cyberswave, Cyberswave that is responsible for your information under this Terms & Conditions.

**Country:** where Cyberswave or the owners/founders of Cyberswave are based, in this case is Armenia.

**Device:** any internet connected device such as a phone, tablet, computer or any other device that can be used to visit Cyberswave and use the services.

**Service:** refers to the service provided by Cyberswave as described in the relative terms (if available) and on this platform.

**Third-party service:** refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.

**Website:** Cyberswave's site, which can be accessed via this URL: <https://cyberswave.com>

**You:** a person or entity that is registered with Cyberswave to use the Services.

## Restrictions

You agree not to, and you will not permit others to:

License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Cyberswave or make the platform available to any third party.

Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Cyberswave.

Remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of or its affiliates, partners, suppliers or the licensors of the Cyberswave.

## Your Consent

We've updated our Terms & Conditions to provide you with complete transparency into what is being set when you visit our site and how it's being used. By using our Cyberswave, registering an account, or making a purchase, you hereby consent to our Terms & Conditions.

## **Links to Other Websites**

This Privacy Policy applies only to the Services. The Services may contain links to other websites not operated or controlled by Cyberswave. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you.

## **Cookies**

Cyberswave uses "Cookies" to identify the areas of our website that you have visited. A Cookie is a small piece of data stored on your computer or mobile device by your web browser.

We use Cookies to enhance the performance and functionality of our Cyberswave but are non-essential to their use. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the Cyberswave as we would not be able to remember that you had logged in previously. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our website correctly or at all. We never place Personally Identifiable Information in Cookies.

## **Changes To Our Terms & Conditions**

You acknowledge and agree that Cyberswave may stop (permanently or temporarily) providing the Service (or any features within the Service) to you or to users generally at Cyberswave's sole discretion, without prior notice to you. You may stop using the Service at Cyberswave any time. You do not need to specifically inform Cyberswave when you stop using the Service.

## **Modifications to Our Cyberswave**

Cyberswave reserves the right to modify, suspend or discontinue, temporarily or permanently, the Cyberswave or any service to which it connects, with or without notice and without liability to you.

## **Updates to Our Cyberswave**

Cyberswave may from time to time provide enhancements or improvements to the features/, functionality of the Cyberswave, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Cyberswave. You agree that Cyberswave has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Cyberswave to you. You further agree that all Updates will be (i) deemed to constitute an integral part of the Cyberswave, and (ii) subject to the terms and conditions of this Agreement.

## **Third-Party Services**

We may display, include or make available third-party content (including data, information, applications and other products services or provide links to third-party websites or services ("Third- Party Services").

You acknowledge and agree that Cyberswave shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Cyberswave does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

## **Copyright Infringement Notice**

If you are a copyright owner or such owner's agent and believe any material on our Cyberswave constitutes an infringement on your copyright, please contact us setting forth the following information: (a) a physical or electronic signature of the copyright owner or a person authorized to act on his behalf; (b) identification of the material that is claimed to be infringing; (c) your contact information, including your address, telephone number, and an email; (d) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owners; and (e) the a statement that the information in the notification is accurate, and, under penalty of perjury you are authorized to act on behalf of the owner.

## **Indemnification**

You agree to indemnify and hold Cyberswave and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Cyberswave; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

## **No Warranties**

The Cyberswave is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Cyberswave, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Cyberswave, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

Without limitation to the foregoing, Cyberswave provides no warranty or undertaking, and makes no representation of any kind that the Cyberswave will meet your requirements, achieve any intended results, be compatible or work with any other software, websites, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Cyberswave nor any Cyberswave provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Cyberswave, or the information, content, and materials or products included thereon; will be uninterrupted or (ii) that the Cyberswave error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Cyberswave; or (iv) that the Cyberswave its servers, the content, or e-mails sent from or on behalf of Cyberswave are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

## **Miscellaneous**

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms & Conditions to be unenforceable, the remainder of these Terms & Conditions will

continue in full force and effect. Any waiver of any provision of these Terms & Conditions will be effective only if in writing and signed by an authorized representative of Cyberswave, Cyberswave will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. Cyberswave operates and controls the Service from its offices in Cyberswave. The Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation. Accordingly, those persons who choose to access the Cyberswave Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms & Conditions (which include and incorporate the Cyberswave Privacy Policy) contains the entire understanding, and supersedes all prior understandings, between you and Cyberswave concerning its subject matter, and cannot be changed or modified by you. The section headings used in this Agreement are for convenience only and will not be given any legal import.

## **Disclaimer**

Cyberswave is not responsible for any content, code or any other imprecision.

Cyberswave does not provide warranties or guarantees.

In no event shall Cyberswave be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. Cyberswave reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice.

The Cyberswave Service and its contents are provided "as is" and "as available" without any warranty or representations of any kind, whether express or implied. Cyberswave is a distributor and not a publisher of the content supplied by third parties; as such, exercises no editorial control over such content and makes no warranty or representation as to the accuracy, reliability or currency of any information, content, service or merchandise provided through or accessible via the Cyberswave Service. Without limiting the foregoing, Cyberswave specifically disclaims all warranties and representations in any content transmitted on or in connection with the Cyberswave Service or on sites that may appear as links on the Cyberswave Service, or on sites that may appear as links on the Cyberswave Service, or in the products provided as a part of, or otherwise in connection with, the Cyberswave Service, including without limitation any warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights. No oral advice or written information given by Cyberswave or any of its affiliates, employees, officers, directors,

agents, or the like will create a warranty. Price and availability information is subject to change without notice. Without limiting the foregoing, Cyberswave does not warrant that the Cyberswave. Service will be uninterrupted, uncorrupted, timely, or error-free.