Terms of Use

Main Terms of Use

Definitions

For the purposes of these Terms of Use:

“Website” means the online platform operated under the RIFBAR brand.

“RIFBAR” means, for the purposes of these Terms of Use, the relevant legal entity within the RIFBAR group interacting with the Distributor in a particular jurisdiction, and shall be understood as a commercial or brand reference only, not constituting a single consolidated legal entity or unified operator of the Website.

“RIFBAR products” means any designs, concepts, prototypes, devices, components, consumables, accessories, or related items developed, or commercialized by one or more independent legal entities operating under the RIFBAR brand.

“Distributor” means any legal entity that intends to, applies for, or enters into, a commercial relationship with RIFBAR for the retail and wholesale distribution of its products.

“Terms” means these Terms of Use.

General Information

This Website is intended exclusively for legal entities acting in a business capacity and seeking to engage in the distribution of RIFBAR products within their respective jurisdictions. By accessing or using the Website, the Distributor confirms acceptance of these Terms and agrees to comply with all applicable laws and regulations. Access to the Website by individuals not acting on behalf of a legal entity is not permitted The information placed on this Website is not intended to entertain consumers and/or initiate consumers’ interest in RIFBAR products. Any Distributor consents to these Terms by means of visiting the Website. By using Website, Distributor accepts these Terms in full. If Distributor disagrees with these Terms, Distributor must not use the Website. The Website is accessible exclusively to legal entities acting in a business capacity in connection with the distribution of RIFBAR products. Any access or use of the Website is deemed to be made solely on behalf of such legal entities.

Scope of Application

These Terms apply to all business-to-business relationships involving wholesale distributors and resellers of RIFBAR products. Nothing in these Terms shall be construed as a public offer, partnership, or joint venture.

Intellectual Property and Trademarks

All trademarks, logos, service marks, and content displayed on the Website, including but not limited to product designs, visual materials, software, and descriptive information (collectively, the “Content”), are the property of RIFBAR or its licensors and are protected by applicable intellectual property laws. Nothing in these Terms shall be construed as granting any license or right to use such Content without prior written consent. Except as expressly permitted, the Distributor shall not reproduce, distribute, modify, create derivative works from, publicly display, transmit, sell, sublicense, or otherwise exploit any Content, nor access or use the Website through automated means (including scraping tools), interfere with its security features, or attempt to reverse engineer any software, except as permitted by applicable law. Any feedback, suggestions, or other information provided by the Distributor shall be deemed non-confidential and may be freely used by RIFBAR on a worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable basis without compensation.

Product Information and Design Disclosure

The Content of the Website is strictly limited to the presentation of product design concepts, external device models, and general technological characteristics of RIFBAR products. Any references to products in this section are intended solely to illustrate: industrial and product design concepts; external appearance and aesthetic features of devices; general product development direction. Product descriptions, designs are indicative only and may differ from final commercialized products, which are subject to regulatory approvals in relevant jurisdictions.

Distribution and Third-Party Responsibility

To apply as a Distributor, applicants must submit accurate, complete, and up-to-date information via the Website, including entity identification, entity contact details, and other relevant business information. By submitting such information, the applicant represents and warrants its accuracy, confirms its legal authority to act on behalf of the relevant entity, and agrees to comply with all applicable laws, including those governing tobacco or vapor products, as well as with the Privacy Policy. Submission of an application does not create any contractual relationship. RIFBAR reserves the right, at its sole discretion, to verify information, request additional documentation, and accept or reject any application without explanation. RIFBAR assumes no responsibility for any unlawful distribution, marketing, or sale of its products by third parties. Any distribution of RIFBAR products is subject to a separate commercial agreement. Counterparties are expected to operate in a fair and transparent manner and to comply with all applicable legal, tax, regulatory, and financial obligations, including refraining from the use of non-transparent structures such as shell entities, nominee arrangements, or unregulated financial institutions.

See the RIFBAR Privacy Policy for details on how information submitted with a Distributor application is collected, used, and retained.

Age Restrictions

The Distributor represents and warrants that all activities related to such products, including any downstream sales or distribution, comply with applicable legal requirements, including age restrictions in the relevant jurisdiction.

Age-related data-handling requirements applicable to the Website are further described in the "Minor's Privacy Policy" section of the RIFBAR Privacy Policy.

Warranties Policy

The website is provided on an "as is" and "as available" basis, without any representations or warranties of any kind, whether express, implied, or statutory. To the fullest extent permitted by applicable law, RIFBAR expressly disclaims all warranties, including but not limited to: Implied warranties of merchantability; Fitness for a particular purpose; non-infringement; accuracy, reliability, or completeness of Content. RIFBAR does not warrant or represent that: any defects or errors will be corrected; the Website or the servers that make it available are free of viruses or other harmful components; the information provided on the Website is current, complete, or suitable for any specific business purpose.

Indemnification

The Distributor agrees to indemnify, defend, and hold harmless RIFBAR (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses (including reasonable legal fees and expenses) arising out of or in connection with the Distributor's access to or use of the website, any breach or alleged breach of these Terms, any violation of applicable laws or regulations, or any misuse of the website or its Content. The Distributor shall fully cooperate in the defense of any such claim and shall not settle any matter affecting the Indemnified Parties without the prior written consent of RIFBAR. This indemnification obligation shall survive the termination or expiration of these Terms.

Limitation of Liability

To the fullest extent permitted by applicable law, RIFBAR shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, business opportunities, data, or goodwill, arising out of or in connection with: the access to, use of, or inability to use the Website; any reliance on the information provided on the Website; any errors, omissions, interruptions, defects,

delays in operation, or transmission. This limitation applies regardless of the legal theory on which the claim is based, whether in contract, tort (including negligence), strict liability, or otherwise, even if RIFBAR has been advised of the possibility of such damages.

Severability

If any provision of these site terms shall be deemed unlawful, void, or for any reason is unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.