

The Abyss Ltd. (“The Abyss”, “we”, “our”)

Registered office at: Orange Point Building, Second Floor, Dun Karm Street, Birkirkara By-Pass, Birkirkara BKR 9037, Malta

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COOKIE POLICY

This Cookie Policy (the “Policy”) provides the conditions, procedures, and purposes of the use and storage of cookies by The Abyss. We make use of Cookies in order for the Website to function properly. Cookies are small bit record-keeping information that we store in your computer/other equipment in order to associate and identify activity with you. Cookies do not typically include names and/or e-mail addresses and/or other personal data; in fact they typically contain anonymous information which is required for the better functionality of the Website.

Any use of the Website means that you are acquainted and you agree with this Policy and unconditionally accept all its terms.

This Cookies Policy was last updated on June 18th, 2018.

Definitions

The following words and terms should be interpreted as follows, unless the context clearly implies otherwise and shall apply to all the sections of this Policy.

- a. “Governing Law” shall refer to the Laws of Malta;
- b. “Website” shall mean all our websites, domain names of which end with “theabyss.com”;
- c. “Products and services” shall mean the products and online services offered by The Abyss;
- d. “You/r” shall refer to the individual who makes use of the Website and products and services.

Accepting these Terms

By making use of the Website, you confirm that you have read, understood, agreed and unconditionally accepted this Policy as set out below, together with any documents forming an integral part of this Policy if any and you hereby guarantee that you are a person vested with all the powers to use the Website, products and services.

Storage of Cookies

You hereby understand and accept that we may store and make use of Cookies in your computer/any other equipment through which you make use of the Website and/or its products and services. You hereby agree that we may continue to presume that you have consented to this Policy until and/or unless you have disabled Cookies through your browser settings.

You may at any time disable Cookies by changing your browser settings. Disabling Cookies may jeopardize the quality of the Website or products and services and may also cause the impossibility to access the Website or products and services and hereby agree that we shall have no liability for any loss and/or damage to your information in case you have disabled cookies.

Cookies stored on your computer or any other equipment through which you make use of the Website or products and services have amongst others but without limitation the following functions:

- a. Providing access to secured areas which you have requested. Without these Cookies, online services you have requested such as secure login areas cannot be provided;
- b. Visit Cookies - remembering the choices and/or settings you have made and enabled your recognition when making use of the Website or products and services. Without such Cookies the functionality of the Website may be impaired;
- c. Voting (Survey) Cookies - marking the items of any survey for which you have cast a vote and prevent You from voting again in the same survey;
- d. Performance (Analytics) Cookies - collecting anonymous information on how you make use of the Website or products and services. We guarantee that we shall only store Cookies which are reasonably required for the normal functioning of the Website, products and services and you hereby agree that without enabling Cookies the Website may not function properly;
- e. Advertising Cookies - delivering you with the most relevant advertisements and help improve the effectiveness of our advertisement campaigns. You hereby accept and agree that we may make use of these Cookies for our own advertisement campaigns and that we may also allow and/or contract with any third parties in order to collect information and provide advertisements on the basis of these Cookies.

Use of Cookies by Third Parties

We guarantee that in cases in which we allow third parties to make use of our Cookies and/or collect information from our Cookies, such third parties are bound by our Cookie Policy. We further guarantee that we shall exclusively allow reputable third parties to make such use.

Amendments to this Policy

We hereby reserve the right to suspend, add, end, amend and/or supplement this Policy at any time as we may deem appropriate, without preliminary or subsequent notification to you. Any changes will enter into force ten (10) days from the moment of making the corresponding changes. Any further use by you of the Website together with products and services shall mean unconditional acceptance by you of the modified version of this Policy.

We highly recommend you to take cognizance of this Policy from time to time in order to inform yourself of any modified version of this Policy. Should you disagree with any part of this Policy, you should immediately cease use of the Website and it shall be your responsibility to inform us of your disagreement in order for us to take the necessary measures, which might include your impossibility of making use of the Website and any of the products and services.

We undertake no obligation to verify if you use the Website according to the updated version of this Policy. The version posted on the Website is the effective version, and that one which you should use as reference. It is your responsibility to inform yourself of this Policy, as well as being familiarized with the modifications that affect you and/or will and/or might affect you.

Indemnity

You shall fully indemnify us against all claims, losses, damages and demands arising out of your use of and access the Website.

Waiver

Failure or neglect to enforce from our side at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of our rights herein, nor in any way affect the validity of the whole or any part of this Policy, nor prejudice our rights to take subsequent action.

Entire Policy

This Policy represents the entire agreement between you and us in relation to its subject matter and supersedes and voids all prior agreements between such parties relating to such subject matter.

Headings and Gender

The headings contained in this Policy are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Severability

In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by laws.

Governing law

The parties hereby agree that this Policy shall be governed by and construed in accordance with the laws of Malta and shall be subject to the jurisdiction of the Courts of Malta.