

General Terms & Conditions

This General Terms & Conditions (hereinafter referred to as: GTC) was drafted in English language, and is published by The Comet Kft. on its website (<https://fluffys.io>). By using this website, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to stop using the website accordingly. Fluffys only grants use and access of this website, its contents, and its services to those who have accepted its terms. Users browsing the website without registering accept the terms and conditions of use and the rules set out in the notices, declarations and policies on the website, in particular the information on the use of cookies, each time they start using the website. The contents of the policies, declarations, notices and these terms and conditions can be consulted at any time by opening the documents indicated on the site. In addition, the contract for the use of the site is concluded electronically by means of registration for an indefinite period. By voluntarily entering his/her details on the registration area of the Site, the User registers and accepts the terms and conditions and the contents of the information, declarations and regulations, thereby declaring his/her contractual intentions to the Service Provider. By accepting the registration and confirming it in writing (by e-mail), the Service Provider declares its contractual intentions, which will give effect to the provisions of these terms and conditions relating to the use of the Website, and will thus create a contract for the use of the Website for an indefinite period.

Website provided by

Name: The Comet Kft
registered office: 3075 Kisbárkány, Béke út 74.
Phone: +36 30 955 9929
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company registration number: 12-09-011311
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This page sets out the terms and conditions on which you may use our online and/or mobile services, our website and software provided through or in connection with the Services. The Comet Kft., as the operator of the fluffys.io online marketplace, reserves the right to unilaterally amend these General Terms and Conditions. Fluffys will inform the User of the amendment by means of a short notice no later than the date of the amendment's entry into force.

I. About us

Fluffys is an online marketplace for digital assets. The platform offers a diverse selection of products. Fluffys features a user-friendly interface, product descriptions, and real-time analytics for tracking earnings. Shop owners can manage their stores, upload products, and withdraw their earnings.

II. Definition

1.1. Fluffys: Is an online trading site operated by The Comet Kft. under the domain <https://fluffys.io>, where Users can upload and sell or buy Contents.

1.2. Contents: Contents are design items such as Mockups, Fonts, Graphics and Illustrations.

1.3. Seller: a User who uploads and offers a content for sale.

1.4. Buyer: the User who purchases a content on Fluffy.

III. Becoming a registered member

2.1. The services of the online marketplaces operated by Fluffys are available to all those who - unless provided otherwise in these GTC - register, and are legally capable and competent persons, or business organizations. By registering the User acknowledges that he/she or it registers in his/her own name or on behalf of the business organization represented by him/her by giving true and correct user data and contact details.

2.2. The registered User is entitled to access the site, modify the data provided during registration, upload contents to the site and make purchases as a registered customer by placing an electronic order.

2.3. In the case if Fluffys becomes aware that the data provided by the User contains elements that are not true, Fluffys is entitled to restrict the User's access to the User's account partially or completely, or to exclude the User from using the Fluffys online marketplace.

2.4. The personal data and transaction data provided by the User are recorded in the so-called personal menu (user account). If any changes are made to the User's personal data, the User is obliged to enter these changes in his/her personal menu, and the User shall be liable for any liability arising from failure to do so. In the event of a change of bank account number, Fluffys may require the User to re-register as a full user.

2.5. The User may initiate the cancellation of his/her registration, which will result in the termination of the contractual relationship with Fluffys. Fluffys will comply with the User's request for cancellation of registration if the User has no debts to Fluffys and all transactions have been completed (no transactions in progress) or are not under suspension/exclusion.

IV. Content upload, sale and buy

4.1. In the online marketplace operated by Fluffys, the User is only entitled to initiate a transaction and upload a content if his/her registration has been confirmed.

4.2. Users represent and warrant that all of their contents and all parts thereof are owned and controlled by, or licensed to him/her without limiting the generality of the preceding sentence. Users acknowledges that any Content that the User uploads on our digital marketplace will not violate third-party rights of any kind including, but not limited to, any Intellectual Property Rights or rights of privacy.

4.3. The User shall be solely liable for the content published or made available by the User, including any damage caused by or otherwise in connection with the content. No unlawful content (e.g. personal or special data of third parties, comments, unauthorized copyrighted or protected intellectual works, in particular images), or any invitation to infringe the rights of third parties or the law, directly or indirectly may be placed on the online marketplace.

4.4. In the event that claims or proceedings are brought by a third party, public authority or court in relation to content published or made available by the User, the User shall be liable to pay compensation for all costs and damages incurred in connection with such claims or proceedings.

4.5. If the content posted by the User on the online marketplace is infringing, Fluffys may remove the infringing content if it receives appropriate notification from the rightful owner.

4.6. Ownership: You retain ownership of any content you upload to Fluffys, however, by uploading Your Content, you grant us a non-exclusive, royalty-free, worldwide license to display, distribute, and promote Your Content on the Service.

4.7. License Agreement: When you create a license for Your Content, you agree to specify the duration, and price. You are responsible for ensuring that these terms comply with all applicable laws and regulations.

4.8. Content Restrictions: You must not upload content that is illegal, infringing, harmful, or otherwise inappropriate. We reserve the right to remove any content that violates these Terms or is otherwise objectionable at our sole discretion.

4.9. Users may revoke this license and request the removal of their content from the website by deleting it from their account. However, Fluffys may retain copies of the content for archival purposes.

4.10. Fluffys respects the intellectual property rights of others. If you believe that your work has been copied or used on the website in a way that constitutes copyright infringement, please contact us at <https://fluffys.io/contact>.

V. Purchasing Licenses

5.1. The contract for the purchase of a content is concluded electronically after registration by sending the order for the given content or contents to the Fluffys by the User and then by the acceptance of the order by Fluffys. By accepting the order and sending an unambiguous statement to this effect in writing (by e-mail) to the User, Fluffys declares its contractual intentions, thus creating a contract for the purchase of the content until the full performance of the transaction by both parties.

5.2. Therefore, the contract is concluded when Fluffys has confirmed to the User that it has accepted the order.

5.3. After a successful Content purchase, the user will receive an order confirmation email with a link to the profile page/downloads page, which will be available after login, where all purchases are listed and can be downloaded.

5.4. License Options: When you purchase a license for digital content on Fluffys, you are granted rights to use the content according to the specific license terms set by the content creator. License types may include, but are not limited to, standard licenses, extended licenses, or custom licenses.

5.5. License Terms: Each license will specify the scope of use, including any restrictions or permissions granted. It is your responsibility to review and understand the license terms before completing a purchase. By purchasing a license, you agree to comply with these terms.

5.6. Payment: To complete a purchase, you must provide valid payment information and authorize the transaction. Payments are processed through third-party payment processors. is not responsible for any issues related to payment processing.

5.7. Authorized Use: Upon purchasing a license, you may use the content only in accordance with the terms specified in the license agreement. Unauthorized use, including distribution, modification, or resale of the content beyond the agreed terms, is prohibited.

5.8. Restrictions: Depending on the license type, there may be specific restrictions on how you can use the content. These may include limitations on commercial use, modification, redistribution, or inclusion in certain types of works. Always refer to the license terms for details.

5.9. Ownership: Purchasing a license does not transfer ownership of the content to you. The content remains the intellectual property of the original creator. You only acquire the rights specified in the license agreement.

5.10. Refund Policy: Due to the nature of digital content, refunds are generally not offered once a license has been purchased and the content has been downloaded. However, if you experience technical issues or believe there has been an error in the transaction, please contact our support team for assistance.

5.11. Cancellation: You may not cancel a license purchase once the transaction has been completed and the content has been accessed. Ensure you understand the license terms and the nature of the content before making a purchase.

5.12. Quality and Compatibility: Fluffys is not responsible for the quality or compatibility of the content with your specific needs or systems. Content is provided "as is" based on the information provided by the content creator.

VI. Purchase, Payouts and Commission

Content Purchases via Stripe:

6.1. Payment Processing

6.1.1. Stripe Integration: Fluffys uses Stripe, a third-party payment processor, to handle transactions for purchasing licenses to digital content. Stripe provides secure and reliable payment processing services.

6.1.2 Payment Methods: You may use various payment methods supported by Stripe, including credit and debit cards, to complete your purchase. Stripe will process your payment information securely in compliance with applicable data protection laws.

6.2. Transaction Security

6.2.1 Data Protection: Stripe employs industry-standard security measures, including encryption and secure servers, to protect your payment information. Fluffys does not store or have access to your full payment details.

6.2.2 Fraud Prevention: Stripe uses advanced fraud detection tools to prevent unauthorized transactions and ensure the security of your payment. However, you are responsible for verifying the accuracy of your payment details and notifying us or Stripe of any discrepancies or unauthorized transactions.

6.3. Fees and Charges

6.3.1 Transaction Fees: Stripe may charge transaction fees for processing payments. These fees are typically included in the transaction amount and are not directly billed to you by Fluffys.

6.3.2 Currency Conversion: If you make a purchase in a currency different from your default currency, Stripe may apply currency conversion fees. The applicable exchange rate and fees will be determined by Stripe.

6.4 Terms and Conditions

6.4.1 Acceptance: By using Stripe to make purchases on Fluffys, you agree to comply with Stripe's [Terms of Service](#) and [Privacy Policy](#). These documents govern your interactions with Stripe and their handling of your payment information.

6.4.2 Stripe Liability: Fluffys is not responsible for Stripe's services, including any issues related to payment processing, security, or disputes. Stripe's liability is governed by their own terms and conditions.

6.5. Fluffys Coin

Fluffys coins is an internal points accumulation system that is available to all users immediately after registration. Fluffys coins can be redeemed for a discount on the checkout page, 10 fluffys coins = 1 eur discount. Coins can be collected in the following ways:

- After registration, you will automatically receive a welcome bonus, currently 50 Fluffys coins, but this may change from time to time.
- If you invite a friend as a registered user, the friend will receive the welcome bonus after registration, and if the friend meets the conditions for the first purchase, you both receive extra bonus coins.
- Purchases are generally rewarded with a fluffy coin, which is 5% of the net cart value, but this value may vary from product to product and may change in general at any time in the future.
- Coins are only awarded for the value of the purchase minus the discount. So in the case where a user buys a product for 10 euros and has 50 (5 eur discount) coins, the amount to be paid is 5 euros. Then he will only receive coins for the 5 eur paid value. In the event that you redeem enough coins to reduce the amount to zero, you will not receive any coins after the purchase.
- Coins earned in a given month expire on the last day of that month.
- We reserve the right to change the terms and conditions of coin use at any time.

6.6. Payouts:

6.6.1. The entire payment process is done via Stripe (<https://stripe.com/en-hu/connect>). General information about Stripe is provided in sections 6.1-6.4.

6.6.2. Once the user becomes a reseller on our site, they can click on the stripe connect button on the payouts tab to go through the stripe registration process, and their stripe account will be added to our account at that time.

6.6.3. The minimum withdrawal limit is €50 and the user can only withdraw funds after reaching this limit by clicking on "withdraw funds", where you will receive your funds in Stripe.

6.6.4. Acceptance: By using Stripe to make withdrawals on Fluffys, you agree to comply with Stripe's [Terms of Service](#) and [Privacy Policy](#). These documents govern your interactions with Stripe and their handling of your payment information.

6.6.5 Stripe Liability: Fluffys is not responsible for Stripe's services, including any issues related to payment processing, security, or disputes. Stripe's liability is governed by their own terms and conditions

6.7. Commission Structure

6.7.1. Promotion Period

6.7.1.1. Launch Promotion: To celebrate our launch, we are offering a special promotion where we will deduct only a 20% commission on all sales made by resellers until December 31st of 2024. This promotional rate is applicable to all transactions completed during this period.

6.7.2. Basic Commission

6.7.2.1 Standard Commission Rate: After the promotion period ends, the standard commission rate will apply. The basic commission rate is 30%. This means that for every sale, 30% of the transaction amount will be deducted as commission, and the remaining 70% will be credited to the selling user's account.

6.7.3. Commission Bands

6.7.3.1 Performance-Based Adjustments: To reward high-performing sellers, we have implemented a tiered commission structure. Based on the number of sales, the commission rates will be adjusted as follows:

- 20% Commission Band: For sellers who achieve a significant volume of sales, the commission rate may be reduced to 20%. This rate will apply once the seller's cumulative sales exceed a predefined threshold.
- 15% Commission Band: For top-performing sellers with exceptionally high sales volumes, the commission rate may be further reduced to 15%. This rate will be applied once the seller's cumulative sales reach a higher predefined threshold.

6.7.3.2 Commission Adjustments: The commission rates will be reviewed periodically based on your sales performance. Adjustments to your commission rate will be made at the beginning of each month or as specified in our policies.

6.7.4.. Commission Calculation and Payment

6.7.4.1 Calculation: The commission will be automatically deducted from the total sale amount at the time of transaction. The remaining amount, after deducting the applicable commission, will be credited to the selling user's account.

6.7.4.2. Future Adjustments: We reserve the right to modify the commission rates and structures in the future. Any changes will be communicated to users in advance, and updated rates will apply to transactions occurring after the effective date of the changes.

VII. Prohibited Content and Activities

7.1. Users agree not to:

- Upload content that infringes upon the intellectual property rights of others.
 - Upload content that is illegal, offensive, or violates any laws or regulations.
 - Engage in fraudulent activities, including but not limited to deceptive pricing, false advertising, or misrepresentation of products.
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VIII. Personal Data Protection

8.1. Confidentiality of the User's personal data is a primary requirement, therefore Fluffys handles the User's personal data only in accordance with the provisions of the Privacy Policy and transfers it to the external organizations recorded therein, making it available to the authorities only within the relevant legal framework.

8.2. The data about the User registered by Fluffys and the information stored in the databases maintained by Fluffys can be used in the event of resolving any questions or disputes that may arise. The User can review and change the provided information at any time. If the User changes his/her data, Fluffys stores his/her previous data during the period of user authorization based on its data protection policy.

IX. Exclusion of Liability

9.1. Fluffys disclaims any liability for any direct or indirect damages resulting from the misuse of the website or the unavailability of the Internet service provider. Fluffys can not be held for technical failures, such as electrical or computer network failures.

9.2. Fluffys has the right to decide whether to accept or reject the User's registration or order, and shall not be liable for any damages resulting therefrom.

9.3. Fluffys excludes all liability in connection with content uploaded by users. The User shall be solely liable for the content published or made available on the website, including any damage caused by or otherwise in connection with the content.

X. Complaints

10.1. Fluffy's Customer Support will primarily receive complaints and user inquiries regarding the Service at the email address: <https://fluffys.io/contact>.

10.2. Consumer complaints and user queries will be answered by Fluffys Customer Service in writing, sent to the email address provided by the User via this link: <https://fluffys.io/contact>. Consumer complaints and user questions will be investigated and answered by the Service Provider without delay, but at the latest within the time limit set by the legal provisions governing the handling of consumer complaints.

Budapest, 2024. 09.17.
