

## **TERMS AND CONDITIONS**

### **1. ACCEPTING THESE TERMS**

This document, our rules, policies and the other documents referenced make up our Terms and Conditions ("Terms"). The Terms are a legally binding contract between you and us. Please read them carefully.

### **2. CHANGES**

We may amend the Terms at any time by posting a revised version on our website. The revised version will be effective at the time we post it. If we change the Terms in a way that reduces your rights or increases your responsibilities, we will provide you with a notification.

### **3. ACCESS**

You are granted a non-exclusive, limited and revocable license to access the website and use its functionality on the condition that:

- (a) You are over the age of 18;
- (b) You only use the website for lawful purposes;
- (c) You do not engage in any improper, indecent or offensive behavior while using the website; and
- (d) You are not breaking any law in your relevant jurisdiction by accessing this website.

### **4. YOUR DETAILS AND VISITS TO THIS WEBSITE**

The information or personal details that you provide us shall be processed in accordance with the Privacy Policy. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

### **5. PROHIBITED USES**

You may not use, or encourage, promote, facilitate, instruct or induce others to use, the website or website services for any activities that violate any law, statute, ordinance or regulation; for any other illegal or fraudulent purpose or any purpose that is harmful to others; or to transmit, store, display, distribute or otherwise make available content that is illegal, fraudulent or harmful to others.

## **6. SECURITY**

We ensure the protection and honesty of the data it gathers by utilizing fitting authoritative conventions, specialized shields, and actual security controls intended to restrict access, identify and forestall the unapproved access, inappropriate divulgence, adjustment, or obliteration of the data under its influence.

## **7. TERMINATION**

We reserve the right to change, suspend, limit or discontinue any of its Services, in whole or in part at any time for any reason, without notice (unless required by law).

We may refuse service to anyone and may terminate or suspend your services and your access to the website in whole or in part at any time, for any reason, without notice (unless required by law).

## **8. LIMITATIONS**

In no event will we be liable to you for any indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to your access to or use of, or your inability to access or use, the website or any materials or content available through the website, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not we have been informed of the possibility of damage.

## **9. INDEMNIFICATION**

You agree that you will be responsible for your use of the website, and you agree to defend and indemnify us from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) your access to, use of, or alleged use of, the website; (ii) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (iii) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (iv) any dispute or issue between you and any third party.

## **10. ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

## **TERMS OF SERVICE**

These Terms of Service and the other documents we refer to govern every way of using our site. By accessing or using our site, you agree to comply with and be bound by these Terms of Service. Please read them carefully so you know your rights and obligations.

### **1. APPLICABILITY OF THESE TERMS OF SERVICE**

Our Terms of Service form a legally binding agreement (the 'Agreement') between us and you. They govern your access to and use of our website.

### **2. SCOPE OF OUR SERVICES**

We are an e-commerce platform where users can purchase products.

### **3. YOUR ACCOUNT**

Before being able to use our services, you'll need to create an account ('Account'). If you are younger than 18 years, you must get permission from your legal guardian(s). Below you can find the rules related to the use of your Account:

3.1 Provide accurate information. When creating your Account, you must provide complete, truthful information about yourself. It's prohibited to use false information or impersonate another person through your Account. You need to keep this information up-to-date at all times.

3.2 Protect your Account. Keep your username and password combination secret at all times. You alone are responsible for any activity related to your Account. We are entitled to assume that only you can sign in using your username and password.

3.3 Restrictions to your Account. To ensure our platform is and remains trustworthy and safe, we reserve the right (i) to deny you the ability to create

an Account, (ii) to restrict the use of your Account, and (iii) to terminate your right to access your Account.

#### **4. AVAILABILITY**

We are authorized, at all times and without prior notice, to make procedural, technical, commercial, or other changes and/or improvements to the site. We are also authorized to put the site (temporarily) out of operation and/or to limit use of the site if, in our opinion, this is necessary.

#### **5. LIMITATION OF LIABILITY**

If, despite the above, we are liable for any damages for any reason whatsoever, we are only liable for the compensation of direct damages you suffer as a result of a shortcoming or wrongful act that can be attributed to us. Direct damages only include material damage to goods, reasonable costs incurred to prevent or limit direct damage, and reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the manner of repair.

#### **6. YOUR CONTENT**

License and Permission to Use Your Content. You hereby grant to us and our affiliates, licensees and sub-licensees, without compensation to you or others, a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute Your Content, or any portion thereof, throughout the world in any format, media or distribution method (whether now known or hereafter created) for the duration of any copyright or other rights in Your Content.

#### **7. INDEMNIFICATION**

To the maximum extent permitted by applicable law, you are liable to fully indemnify us against claims from other users or third parties and all damages and costs we suffer or incur as a result of (i) your failure to perform the Terms, (ii) any improper actions during the use of our site, (iii) your breach of any laws, regulations, or third party rights, or (iv) a wrongful act.

#### **8. PRICE AND PAYMENT**

8.1 The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the website are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we

will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

8.2 Prices may change at any time. Once you have selected all articles that you wish to buy, they will be added to your basket. The next step will be to process the order and make the payment. To that end, you must follow the steps of the purchase process, indicating or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order.

8.3 Credit cards are subject to verification and authorization by the card issuing entity. If the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver and we will be unable to conclude any Contract with you.

## **9. WARRANTIES AND LIABILITIES**

9.1 We do not guarantee that (i) the site will be secure or available at any particular time or location, (ii) any defects or errors will be corrected, (iii) the site will be free of viruses or other harmful materials, or (iv) the results of using the site will meet your expectations.

9.2 If, at any time, our site is unavailable or any defects or errors occur, we are, at our own discretion, entitled to take any measures we deem appropriate or necessary. When we make decisions around this, we will always take into account the interests of all parties concerned.

## **10. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, in no event shall we be liable for any special, incidental, consequential, statutory, exemplary, punitive or other indirect damages or for any loss profits, loss data or loss of use damages, even if it has been advised of the possibility of such damages.

## **11. GENERAL PROVISIONS**

11.1 Choice of Law. The validity, construction and interpretation of this Agreement and the relationship between you and us, including the rights and duties of the parties, will be governed by the laws of the Republic of China without regard to its conflict of law provisions. This shall not limit the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of applicable law.

11.2 Waiver and Severability of Terms. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions, except as otherwise stated.

11.3 Assignment. You may not assign, transfer, or otherwise dispose of your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent will be null and void.

