

Terms of Use

1.1 General Terms & Conditions of Use

Welcome to the website www.lellalo.com (.eu, .co.uk, .fr, .pt, .de, .es, .it, .pl) (hereinafter referred to as the "Website").

Accessing and browsing the Website implies acceptance of the provisions stated in these terms and conditions of use (hereinafter "Terms of Use") by the user ("User"). Users who do not intend to accept the content of the Terms of Use should discontinue their access and browsing of the Website and not make any transactions through it. The following terms and conditions apply exclusively to any use of the online store. Any other Terms of Use are expressly excluded.

The website www.lellalo.com is an e-shop (online store) selling consumer goods via the Internet, created by the company Lellalo OÜ (Private limited company), registry code: 17083361, with its registered office at Tööstuse tn 75-71, 10416, Põhja-Tallinna linnaosa, Harju maakond, Tallinn, Estonia, VAT number EE102784839, and contact email info@lellalo.com (hereinafter referred to as "the online store").

The management of the Website is handled by the company Lellalo OÜ (Private limited company), which reserves the right, at its sole discretion, to modify the Terms of Use at any time without notice. Use of the Website after such modifications implies acceptance of the Terms of Use in their modified version and full acceptance of their mandatory nature. However, the company is obliged to promptly inform consumers of any modifications through its webpage. Additionally, Lellalo OÜ (Private limited company) reserves the right to change the prices of products available in its online store.

The headings used in this agreement are included for convenience only and do not limit or otherwise affect these Terms.

1.2 Information about the company and products

The company Lellalo is committed to the truth, accuracy, and completeness of the information regarding both the identity and details of the company as well as the main characteristics of the products available in the online store, as well as all information provided concerning the execution of transactions.

Lellalo is not responsible for minor variations that may occur in the depiction of product colors, as color analysis varies from screen to screen depending on the device, e.g., laptop, mobile, tablet, etc. The company is not liable and is not bound for errors due to oversight in the electronic data entry in the online store, as well as for any typographical or technical errors that were made by mistake, oversight, or for reasons of force majeure and which it agrees to correct if they come to its attention.

1.3 Use of the Website

1.3.1 Registration & Login

For the security of transactions, the user of the online store may register on the online store or complete their transaction as a guest before starting the order submission process. To register or log in to the online store, only the name, shipping address, contact phone number, and email are required. This information remains strictly confidential. The company reserves the right to use this information to send updates about new products or offers to customers or registered users of the online store. If at any time the user wishes to cancel their registration on the address/email list, they can do so by sending an email to the contact email address to request deletion or modification of their personal information or by filling out the relevant unsubscription form found on the Lellalo website.

1.3.2 Submission of Electronic Orders

Users of the online store who wish to place an order can do so by filling out and submitting the special form of the online store ("shopping cart"), which contains the products they wish to

purchase.

Before submitting the order (checkout), the customer is informed through a special link of the terms concerning the sale of the products they wish to acquire and then selects the activation of the relevant icon (indicator) "I have read and accept the Terms and Conditions of Purchases." By marking this, the customer explicitly and unreservedly states that before submitting their order, they have been clearly and understandably informed of the following information:

- The main characteristics of the products they ordered, as described on the pages of the online store. The customer must check each relevant characteristic before submitting their order so that they have no doubts about the characteristics and properties of the ordered products. The company bears no responsibility in case the customer fails to adequately inform themselves about the above.
- The identity, address, phone number, and email address of the company.
- The total price of the products in the order, including VAT, any other charges, and all additional shipping, delivery, or postal costs as well as any other expenses. When these charges cannot reasonably be calculated in advance, the fact that such additional charges may be required is communicated to the customer in the text of the order (order form), and the customer is obliged to be aware of them before submitting the order. Additional charges or other expenses that were not communicated to the customer prior to submitting their order or in cases where they could not be calculated at the time of ordering were not disclosed to the customer by phone before confirming the receipt of the order, then these do not burden the customer without prior explicit consent. Specifically, the listed prices of products as stated in the retail online store are the final ones (including the applicable VAT). The aforementioned final prices for each product in the online store do not include shipping costs, which are calculated later in the order text based on the shipping country and are charged to the buyer.
- The means of payment, delivery, execution, as well as the deadline within which the company undertakes to deliver the goods or provide the services.
- Any delivery restrictions and payment methods.
- The conditions, exceptions, deadlines, and procedures for exercising the right of withdrawal, as well as the obligation of the customer to bear the direct cost of returning the products to the company, in case of withdrawal.
- If the customer exercises the right of withdrawal after using the service, they must pay the specified (in the corresponding section) cost to the company.
- When the right of withdrawal is not provided by law, the information that the Customer will not have the right of withdrawal or, where applicable, the circumstances under which the Customer loses the right of withdrawal, as well as any restrictions on the right of withdrawal.
- The existence of the company's liability for actual defects and lack of agreed properties, where an agreed property is understood only if it has been expressly agreed in writing.
- Where applicable, the existence and terms of the deposit of funds that must be paid or provided by the customer.
- Where applicable, any formal interoperability of digital content with hardware and software of which the company is aware or is reasonably expected to be aware.

- Where applicable, the possibility of resorting to an extrajudicial complaints and redress mechanism to which the company is subject, as well as the ways to access it.
- The obligation to pay upon submission of the order.
The submission of the order to the company constitutes a proposal to purchase the ordered goods and a declaration of acceptance of all charges described in the order. If there is no update or acceptance, the Customer is entitled to a refund of this payment.

1.3.3 Confirmation of Order Receipt

The order is not binding on the company until the customer receives confirmation of the acceptance of the order from the company, as described below.

Every order from the customer is always followed by an automated email message, within a few hours, from the company Lellalo, which includes confirmation of receipt of the order and repeats its content. This email correspondence from the company Lellalo constitutes only confirmation that the order has been received with the content specified and does not in any case constitute acceptance of the order or agreement to the terms of sale.

No modification of the order or new agreement regarding it will be accepted unless it is recorded in writing and accepted by both parties. A necessary condition is the correct entry of your email address.

During the processing of each registered order, the availability of the products in the order is confirmed. In the event that the availability or delivery time differs from that stated on the product page, the customer will receive relevant information. Specifically, the company, once it verifies the availability of the product and the absence of any errors in the online store regarding pricing or product prices, its characteristics, etc., will confirm the acceptance of the order via email. This email will explicitly confirm the content of the order, the total price, and the estimated delivery time of the order, as it was previously communicated to the customer before the submission of their order. The order is considered binding and the sale is deemed to have been concluded and generates claims of the contracting parties (customer – company) only with the dispatch and receipt of the aforementioned email marked "Your order has been sent."

1.3.4 Acceptance of Order – Formation of Sale

Upon receipt of the order and the above confirmation of receipt, the company Lellalo verifies the availability of the item and the correctness of the order as well as the absence of any errors in the online store regarding the pricing of items, their characteristics, etc., confirms the acceptance of the order, its content, the formation of the sale, and the expected delivery time of the item as communicated prior to the submission of the order, at which point the sale is considered to have been formed and generates reciprocal claims and proceeds with the preparation and dispatch of your order, after which a final email will be sent to the registered email address, informing the customer that their order is in the shipping process and will include the tracking number so that the customer can track the status of their order.

Limitation of liability: The company Lellalo is not obligated under any circumstances, based on the principle of good faith and commercial customs, to accept an order and conclude a sale of products or services appearing in the online store due to typographical or computer error, at a price incorrectly stated, i.e., different from the one in effect according to its pricing policy for that period. The submission of the order for approval to the company Lellalo constitutes a declaration of acceptance and consent for all charges contained in the order. If there is no consent, the customer is entitled to a refund of this payment.

Also, in the case of the dispatch of unordered products or services, their non-rejection or omission of their return and the customer's indifference shall not in any case be interpreted as consent,

acceptance, or declaration of intent to purchase them.

In case they are requested to return items by the company Lellalo and they delay in delivering the items for return for more than two (2) working days, their refusal constitutes a declaration of intent to purchase the items, and the items are considered sold to the customer, who must pay their value. The customer also has the option to be updated on the progress of their order through the corresponding link that will be sent to their email.

1.3.5 Product Availability

The customer is informed about the availability of products through indications placed on the page of each product or service in the online store. The company reserves the right regarding the availability of its products if they are not available at the time of order. In this case, the company reserves the right not to accept the specific order and thus not to form the sale. Any payments will be refunded to the customer without undue delay, in the same way that the customer chose to pay for their order.

The company informs the customer of the estimated delivery time of the ordered product, depending on the circumstances. In any case, the company commits to deliver the ordered product within thirty (30) days from the confirmation of receipt of the order. However, the company reserves the right to inform the customer in case of subsequent reasons that make the product unavailable or for the possible (new) delivery time if there are reasons for the delay in delivery.

Various product offers displayed in the online store in any way are always valid until stocks are exhausted and refer exclusively to the predetermined duration established by the company Lellalo. For the execution of orders on product offers, strict chronological order is observed.

1.3.6 Product Pricing

The prices of the Products (hereinafter "Price/s") and the shipping costs are those stated on the Website at the time of submission of the Order Proposal.

Prices and shipping costs should be considered as including taxes, fees, and any costs related to customs duties (unless otherwise stated in the Order Proposal). Shipping costs are calculated at checkout and are charged to the customer.

Despite the efforts made, it is not possible to exclude the possibility that a price different from the actual one may be inadvertently stated for some products presented on the Website. It is the Seller's responsibility to verify the accuracy of prices before sending the order and the confirmation of shipment. If, due to technical errors, material errors, or other difficulties, the price stated on the Website is lower than the correct sale price of the product, the Seller will contact the Customer to check if they wish to purchase the product at the correct price. If they do not wish to proceed with the purchase, the order proposal will be canceled. If the price stated on the Website is higher than the correct sale price of the Product, the lower price will be charged.

1.4 Limitation of Liability

The company Lellalo, in the context of its transactions through the online store, is not responsible for further damages that may arise from the execution or non-execution of orders or from delays in execution (regardless of the cause). The company bears no liability for any unauthorized interventions by third parties in products and/or information available through the online store.

The company, in the context of its transactions through the online store, informs the Customer based on the maintained availability data of the products and in no case can guarantee their availability. In any case, the company undertakes to inform the Customer in a timely manner of any unavailability, in which case it bears no further liability.

The company bears no responsibility for any misinterpretations regarding the colors of the products, as everything possible has been done to accurately depict their actual color. However, since

computer/mobile/tablet screens vary, discrepancies may exist.

The online store provides information accurately, photos, and representations of the products available through it.

It is not liable civilly or criminally for any damage (positive or consequential) that any customer of the online store may suffer concerning the operation and use of the online store, nor is there any obligation to compensate for any damage and moral harm arising from the inability to use the online store.

To the maximum extent permitted by applicable law, the user agrees that they release the company Lellalo from any liability for any reason, for any potential damage, including, but not limited to, any direct or indirect damage of any kind, loss or expense, which is due to, or in any case results from, the use of the Website, the services, the content of the Website or related to it, any linked websites or their use, as well as the inability for anyone to use it or is related to any malfunction, error, omission, interruption, defect, delayed operation or delayed transmission, computer viruses or malfunctions of the line or system, even in cases where the person knew of the potential occurrence of such damages, losses, or expenses.

The company makes every effort to provide high-quality services but cannot guarantee that there will be no interruptions or errors from third-party providers.

1.5 User Responsibility

Accessing the Website and using it, including browsing, the ability to download information about the products sold, and purchasing them from the Website, are activities that can be conducted freely by users exclusively for personal use and cannot, under any circumstances, be related to any commercial, business, and professional activity. The use of the Website and browsing it are activities performed by the user with absolute autonomy, and therefore the company Lellalo cannot be held responsible for non-compliant use of the Website and its content by any of its users, subject to the company's liability for fraud and gross negligence. Specifically, the User is solely responsible for the use of the Website and its content.

The company Lellalo cannot be deemed responsible for non-compliant use of the Website and its content by any of its users, subject to liability for fraud and gross negligence. Specifically, the User is exclusively responsible for the safe and correct use of their personal information, including credentials that allow access to the services for registered users, as well as for any harmful consequences or damages that may arise against the company or against third parties as a result of incorrect use, loss, theft of this information.

Specifically, users accept, agree, and undertake not to use the online store for:

- a) Sending, publishing, emailing, or transmitting by other means any content that is illegal for any reason, causes insult and harm to the company or any third party, and/or violates the confidentiality or privacy of any person's information,
- b) Sending, publishing, emailing, or transmitting by other means any content that causes insult to user morals, social values, minors, etc.,
- c) Sending, publishing, emailing, or transmitting by other means any content for which users do not have the right to transmit according to the law or existing agreements (such as internal information, proprietary and confidential information acquired or disclosed as part of work relationships or covered by confidentiality agreements),
- d) Sending, publishing, emailing, or transmitting by other means any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of third parties,
- e) Sending, publishing, emailing, or transmitting by other means any material containing software viruses or any other codes, files, or programs designed to interrupt, cause damage, destroy, or disrupt the operation of any software or computer hardware,

- f) Willful or inadvertent violation of applicable law or provisions,
- g) Harassment of third parties in any way, and
- h) Collection or storage of personal data regarding other users.

Furthermore, the user agrees that all members, partners, employees, management, and other associates of the company are not responsible for anything that arises from third-party members using the online store.

Any use contrary to the above, in addition to any civil penalties, results in the discontinuation of the provided services without any notice.

1.6 Intellectual Property Rights

The entire Website is protected by international copyright, trademark, and intellectual property rights laws, which cover both the form (selection, structure, and design of material, means of access to data, database or data organization, etc.) and each element of the content (trademarks, text, images, graphics, and other visual elements, video, etc.). The content on the pages of the Website is the exclusive property of the company, which does not grant any license or other right other than that one can consult this content of the Website.

Any copying, transferring, or creating derivative works based on this content or misleading the public regarding the actual provider of the online store is prohibited. Reproduction, dissemination, transmission, retransmission of the material, or any other use of the content in any way or medium for commercial or other purposes is permitted only with prior written consent from the company or any other rights holder.

Specifically, the names, images, logos, and distinctive features representing the online store Lellalo or third parties and their products are exclusively trademarks of the company or third parties, respectively, protected by relevant trademark laws. Their appearance in the online store should not in any way be construed as a transfer or assignment of a license or right to use them. Non-compliance with these restrictions constitutes forgery and exposes the offender to civil and criminal liability.

1.7 Links to Other Websites

The company Lellalo may include links to other websites or other online sources. The company Lellalo cannot control these third-party websites and sources. Therefore, the company Lellalo cannot be held responsible for these third-party websites or sources and bears no responsibility for the content, advertising messages, services, and other material available on these third-party websites and sources. Furthermore, the company Lellalo cannot be deemed responsible for any actual or presumed losses or damages arising from the use or reliance on the content or articles and services available on these third-party websites or sources. The provision of links in the online store is made for the convenience of the user, and the company does not in any case endorse, accept, or bear responsibility for the content of any link. Therefore, for any problem arising during their use, the user must address the respective websites, which bear the relevant responsibility for the provision of their services.

1.8 Applicable Law and Jurisdiction

These Terms of Use are governed by Estonian law and must be interpreted accordingly. The Court of the city of Tallinn, (Estonia) has exclusive jurisdiction for all disputes arising from or related in any way to the use of the Website and/or related to the Terms of Use. If any provision set forth in these Terms of Use is found to be illegal, invalid, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it legal, valid, or enforceable, and the remaining provisions shall retain their full force and validity. All provisions of these Terms of Use apply to the maximum extent permitted by applicable law. In particular, all disputes concerning consumers will be

subject to substantive law and mandatory jurisdiction for consumers based on applicable law. These Terms of Use are governed by Estonian law and shall be interpreted according to it, subject to any other mandatory regulations of the country of habitual residence of the Customer that may prevail. Consequently, the interpretation, execution, and termination of the Electronic Terms are subject exclusively to Estonian law (subject to any other regulations applicable in the Customer's country of habitual residence) and any inherent or/or subsequent disputes must be resolved exclusively by Estonian legal authorities, as set forth below. In particular, if the Customer is a Consumer, all disputes are resolved by the court of the legal residence or place of residence of the Customer, according to the terms of applicable law or, at the Customer's choice, in case of appeal to the Court of the city of Tallinn, (Estonia).

1.9 Dispute Resolution

The Terms of Use, the Privacy Policy, and the Terms and Conditions of Sales constitute the entire agreement between Lellalo and the User and prevail over any oral or written communication and/or agreement regarding the use of the Website. Considering that the Seller is always available to seek an amicable resolution to disputes that have arisen, we inform you that, according to Article 14 of EU Regulation No. 524/2013 and the resolution regarding ODR approved by Legislative Act No. 500/2015, effective from February 15, 2016, an electronic platform for the resolution of ODR disputes ("electronic dispute resolution") arising from the purchase of electronic goods has been created by the European Commission, which is accessible at the following link:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

Through the ODR platform, it is possible to consult the list of ODR entities, find the link for each of them, and initiate an electronic process for dispute resolution. More information about the platform is available through the following link:

<https://webgate.ec.europa.eu/odr/main/?event=main.about.show>.

In case any dispute arises from our transaction and if, after your relevant request, we fail to reach a mutual agreement via email: info@lellalo.com, we undertake to follow the extrajudicial resolution of the dispute. You can contact the following Alternative Dispute Resolution Bodies. The Alternative Dispute Resolution Bodies listed on the ODR platform are certified. In Estonia, a certified body, based on the prescribed conditions and quality requirements of the European Directive and registered in the Special Register of Entities, is the Consumer Dispute Committee (Tarbijavaidluste Komisjon), which has jurisdiction over the commercial sector of consumer goods among others.

In any case, the consumer has the right to file a complaint through the online dispute resolution platform, according to Directive 2013/11/EU, which has been incorporated into national law (Official publication: Riigi Teataja; EU Number: RT I, 31.12.2015, 1), which now also provides for the possibility of electronic resolution of consumer disputes through the Alternative Dispute Resolution (ADR) process throughout the European Union. If the customer is a consumer (i.e., a natural person acting outside their professional capacity) and has any problem with a purchase made from our Website, they can initiate the ADR process through the single EU-wide platform for electronic dispute resolution (the EDR platform) available at

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

Subject to the above and irrespective of the outcome of the extrajudicial process, the Customer has the right to file their lawsuit regarding these Electronic Terms in the competent Court and, furthermore, if the required conditions are met, the Customer has the right to proceed with an extrajudicial process concerning consumer matters by applying to the competent consumer procedures.

For the resolution of any dispute that arises from this contract or other events, related to the validity

or with rights and obligations arising from it or with the raising of objections regarding rights and obligations generated from it, the exclusive competent authority shall be the Courts.

1.10 Contact

When the Customer communicates via email at the email address info@lellalo.com, they are communicating in writing in electronic form with the company.

1.11 Protection of Personal Data

Please familiarize yourself with the Privacy Policy published on the Website to receive all the information regarding how we process personal data.