

1. Seller's name

This website including all information, tools and services available there (hereinafter the « **Site** ») is published by the Free Zone Limited Liability Company with a capital of \$ 200,000, registered under number 45000044 (hereinafter the "Company") MOJO FZ A4-709 Al Hamra Industrial free zone RAK, Ras Al Khaimah, Ras Al Khaimah, UAE

This Site is hosted on Shopify Inc which provides the e-commerce platform for the sale of the Company's products and services.

2. General provisions relating to these general conditions of sale and use online (hereinafter the "online GTC")

2.1. Purpose of the GTC online

The online GTCs are applicable to the online sale of the Company's products on the Site which access is free and free to any user, but are also applicable to all users of the Site, as defined in **Section 2.04**, who visit the Site and / or purchase one or more products of the Company (hereinafter the "Services").

2.2. Field of application of the GSC online

The Online Terms and Conditions govern, in particular, the online sales contracts of the Company's products (hereinafter the "**Seller**") to the buyers (hereinafter the "**Consumer (s)**") and constitute with the online order the contractual documents opposable to the parties, to the exclusion of all other documents, prospectuses, catalogs or photographs of the products which are only indicative.

All new features, new tools, new resources and services that will be added to the Site later will also be subject to the online GTC. Any user or consumer can consult the latest version of the GTC online anytime on this page. The Company reserves the right to update, change or replace any part of the GTC online by posting updates and / or changes on the Site. It is the responsibility of any user or consumer to check this page regularly to see if any changes have been made. Continued use of or access to the Site

following the posting of any change constitutes acceptance by any User or Consumer of such changes.

The online GTC are written and all contractual information mentioned on the Site in **English**.

2.3 Exclusions from the field of application of the GSC online

The Company or the Seller may provide the User or the Consumer with access to third-party tools over which the Company or the Seller will not exercise any control, follow-up or influence. These online GTCS do not apply to these third party tools. Only the conditions of the third party suppliers concerned apply to these tools, and the responsibility of the Company or the Seller can not be sought on the basis of the use of these third party tools.

Certain content, products and services available through the Site may include material from third parties. Links from third parties on this Site may redirect the user or the Consumer to third party websites that are not affiliated with the Company or the Seller. Company or Seller is not obligated to review or evaluate the content or accuracy of such sites, and does not warrant or assume any responsibility for any content, website, product, service or other material accessible on or from these third-party sites. The Company or the Seller shall not be liable for any prejudice or damage arising from the purchase or use of any goods, services, resources, content, or any other transaction made in connection with such third party websites. Any user or consumer agrees to carefully read and understand the policies and practices of third parties before engaging in any transaction. Complaints, claims, concerns, or questions regarding the products of these third parties must be submitted to these same third parties

2.4. Availability and opposability of the GSC online

The online GTCs are made available to all users of the Site, including but not limited to users browsing the Site (who are sellers, customers, merchants, and / or content contributors) and to the Consumers (hereinafter the "**Users**"), on the Seller's Site where they are directly accessible and can also be communicated to them by simple request by telephone, e-mail or post.

All Users are requested to read the Terms and Conditions online before accessing the Site or the Services.

The online terms and conditions, and any terms, conditions and additional policies referred to in this document and / or accessible by hyperlink, are binding on Users who acknowledge having known and accepted them by visiting the Site and / or before ordering.

The validation of an order by its confirmation is worth adhesion by the purchaser with the GSC online in force on the day of the order whose conservation and the reproduction are assured by the professional Seller in accordance with article 1127-2 of the civil code.

2.5. Modification of the GSC online

The Company reserves the right to modify or update the Website at any time and its online terms and conditions.

In the event of modification or update of the GSC online, the online GTCS applicable are those in force on the date of the order of which a copy dated to date can be given at its request to any User or the Consumer.

It is the responsibility of any User or Consumer to monitor changes and updates to the Site.

The most recent version of the GSC online can be consulted at any time on this page.

2.6. Terms of the GSC online

The nullity of a contractual clause does not entail the nullity of the GSC online.

The nullity clause must be considered as being dissociated from the GSC online, this separation should not affect the validity and the applicability of all remaining provisions.

The temporary or permanent non-application of one or more clauses of the online GTC by the Seller or the Company does not constitute a waiver by them of the other clauses of the GVC Online which continue to have effect.

3. Terms of use of the Site

3.1 By accepting these Terms online, the User declares that he has reached the age of majority in his country, state or province of residence, and that he has given his consent to allow any minor it is his responsibility to use this Site.

The use of our products for any illegal or unauthorized purpose is prohibited, and the User or the Consumer must not, in the context of the use of the Service, violate the laws of its jurisdiction (including but not not limiting to copyright laws).

Any User or Consumer undertakes not to transmit worms, viruses or any other code of a destructive nature.

Any breach or violation of these Terms online will result in the immediate termination of the Services with respect to any User or Consumer.

3.2 The Company or the Seller reserves the right to refuse access to the Services at any time to any person for any reason whatsoever.

Any information or data transmitted by the User or the Consumer, excluding its banking and credit card information, could be transferred in an unencrypted manner, and this implies (a) transmissions on various networks; and (b) changes to comply with and adapt to the technical requirements for the connection of networks or devices, which is accepted by the User or the Consumer. Banking and credit card information is always encrypted during transmission over the networks.

Any User or Consumer undertakes not to reproduce, duplicate, copy, sell, resell or exploit any part of the Service or use of the Service, or any access to the Service or contact on the Site, through which the Service is provided without the prior express written consent of the Company or Seller.

3.3 It is forbidden for any User or Consumer to use the Website or its content:

((a) for illegal purposes; (b) to encourage third parties to perform or participate in illegal acts; (c) to violate any regional ordinance or any international, federal, provincial or state law, rule or regulation; (d) to infringe or violate our intellectual property rights or those of third parties; (e) to harass, abuse, insult, injure, defame, slander, denigrate, intimidate or discriminate against anyone on the grounds of sex, sexual orientation, religion, ethnicity, race, sexual orientation, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will be or may be used in a way that compromises the functionality or operation of the Service or any other associated, independent website or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, hijack a domain,

extort information, browse, explore or scan the web (or any other resource); (j) for obscene or immoral purposes; or (k) to undermine or circumvent the security measures of our Service, any other website, or the Internet. In the event of non-compliance with these provisions, the Company or the Seller reserves the right to terminate any contract and any use granted from the Service or the Site.

The titles used in this agreement are included for the convenience of the User or the Consumer, and will not limit or affect these Terms online.

4. Information on the Website

Every effort has been made to ensure the accuracy of the information presented on the Site, with a description that enable the buyer to know the essential characteristics and the price of the products sold.

In case of error, inaccuracy or omission on the Website or in the Service, relating to product descriptions, prices, promotions, offers, shipping costs of products, delivery times and availability, the Company or the Seller agrees to correct, modify, or update them.

5. Products

5.1.Characteristics

The products and services offered for sale, and presented in the catalog published on the Site, are each the object of an optional but advised description mentioning their essential characteristics within the meaning of Article L. 111-1 of the consumption Code.

The photographs illustrating the products do not constitute a contractual document. Indeed, the Company and the Seller have done their best to display as clearly as possible the colors and images of the products and Services that appear on the Site.

The Company and the Seller can not guarantee that the display of colors by the screen of the computer of any User or Consumer will be accurate.

All product descriptions and prices of products may be changed at any time without prior notice, at the sole discretion of the Company and the Seller, while guaranteeing the User

or the Consumer the application of the applicable price. day of the order. The Company and the Seller reserve the right to stop offering a product at any time. Any offer of service or product presented on this Site is void where prohibited by law.

The Company and the Seller do not warrant that the quality of any products, services, information, or other merchandise obtained or purchased by any User or Seller will meet their expectations, nor that any error in the Service will be corrected.

5.2. Conformity

The products and services comply with the regulations in force relating to the safety and health of persons, the fairness of commercial transactions and the protection of Users and Consumers when they are placed on the market.

5.3. Availability of stocks

Products are offered and delivered within the limits of available stocks.

Certain products or services may be exclusively available online on the Site. These products or services may be available in limited quantities and may only be returned or exchanged in accordance with the Company's [Return Policy](#).

In case of unavailability of the ordered product, the Company or the Seller shall immediately inform the User or the buyer and may offer him either a product of equivalent quality and price or, failing that, a certificate of good standing. purchase of the amount of the order usable for any next order, the refund of sums paid.

Apart from refunding the price of the unavailable product, the Seller is not liable for any cancellation indemnity, unless the breach of the contract is personally attributable to him.

6. Price

6.1. Selling price

The selling prices, in accordance with Article L. 112-1 of the Consumer Code, are indicated for each product listed in the electronic catalog, in US dollars USD, and taking

into account VAT. The total amount owed by the Consumer is indicated on the order confirmation page.

The selling price of the product is the one in force on the day of the order, and is due in full after confirmation of the order.

6.2. Modification

The prices of the products can be modified without notice, while guaranteeing to the Consumer the application of the price in force on the day of the order.

The Company or the Seller reserves the right at any time to modify or discontinue the Service (as well as any part or content of the Service) without notice and at any time.

The Company or the Seller shall not be liable to any User or Consumer or any other third party for any change in price, suspension or interruption of the Service.

7. Order

7.1. Steps to conclude the contract

To place an order, the Consumer, after having filled his virtual basket indicating the selected products and the desired quantities, then clicks on the button "Place my order" and provides the information relating to the delivery and the method of payment.

Before clicking on the "Confirm order" button, the Consumer has the possibility to check the details of his order and his total price and to return to the previous pages to correct any errors or to modify his order.

The confirmation of the order entails acceptance of the GSC online and forms the contract.

An email acknowledging receipt of the order and its payment is sent by the Seller as soon as possible.

7.2. Modification of the order

Any modification of order by the Consumer after confirmation of his order is subject to the acceptance of the Seller.

7.3. Confirmation of the order

Any order of products on the Site, validated and paid for, will be delivered by the Seller or the Company.

Nevertheless, the Company or the Seller reserves the right to refuse any order for legitimate reasons, in accordance with Article L.121-11 of the Consumer Code. The said legitimate reasons are in particular, but not exhaustively listed, characterized in case of unavailability of the product, or because of the abnormal nature of the application (related for example to the quantity of products ordered).

Similarly, the Company or the Seller reserves the right to reduce the volume of the order or limit the scope of the contract for legitimate reasons.

These restrictions could include orders placed by or from the same customer account, the same credit card, and / or orders that use the same billing and / or shipping address. In the event that the Company or the Seller modifies an order, the Company or the Seller may attempt to notify the Consumer by contacting him at the email and / or billing address / telephone number provided to the Customer at the moment the order was placed.

The Consumer agrees to provide order and account information that is current, complete and accurate for all orders placed on the Site. The Consumer agrees to promptly update his account and other information, including his email address, credit card numbers and expiration dates, so that the Company or the Seller can complete the transactions of any User or Consumer and contact him if necessary.

8. Contract

8.1. Conclusion

The sales contract is formed at the time of the sending by the Consumer the confirmation of his order.

8.2. Archiving and proof

Archiving of communications, purchase orders and invoices is carried out on a reliable and durable support so as to constitute a faithful and durable copy in accordance with Article 1379 of the Civil Code. These communications, purchase orders and invoices can be produced as proof of the contract.

8.3. Resolution

The order can be solved by the buyer by simple registered letter with request for acknowledgment of receipt or by electronic letter in case of:

- delivery of a product that does not conform to the declared characteristics of the product;
- delivery date in excess of the deadline set in the purchase order or, in the absence of such date, within forty-five (45) business days after the conclusion of the contract, after the Seller has been ordered, in the same manner and without result, to make the delivery within a reasonable additional time;
- price increase which is not justified by a technical modification of the product imposed by the public authorities.

In all these cases, the buyer may demand the refund of the deposit paid plus interest calculated at the legal rate from the date of receipt of the deposit.

The order can be solved by the Seller in case of :

- refusal of the buyer to take delivery;
- non-payment of price (or price balance) at time of delivery.

In all these cases, the deposit paid to the order remains acquired by the Seller as compensation.

Any User or Consumer may terminate these Terms online at any time by notifying the Company or the Seller, by simple registered letter with acknowledgment of receipt or by electronic letter, that he no longer wishes to use the Services, or where he stops using the Site.

If the Company or the Seller determines, in its sole discretion, that the User or Consumer fails, or if we suspect that you have been unable to comply with the terms of these Online Terms and Conditions, we may also terminate this Agreement at any time. without notice to you in advance and you will remain liable for all amounts owing up to and including the date of termination, and / or we may deny you access to our Services (or any party of these).

9. Payment

9.1. Due date

The price is due in full after confirmation of the order.

9.2. Additional payment

Prior to the conclusion of a sales or service contract, the trader shall obtain the express consent of the Consumer for any additional payment in addition to the price of the main object of the contract. In the event that the additional payment results from a consumer's consent given by default, that is to say, in the absence of express opposition on his part to paid options that he has not solicited, the Consumer is entitled to reimbursement of the sums paid in respect of this additional payment (Article L. 121-17 of the Consumer Code).

Any breach of the obligation to obtain the express consent of the Consumer under the conditions provided for in Article L. 121-17 is punishable by an administrative fine, the amount of which may not exceed 3,000 euros for a natural person and 15,000 euros for a legal person.

This fine is pronounced under the conditions laid down in Chapter II of Title II of Book V (Article L. 132-22 of the Consumer Code).

9.3. Payment security

The Site is equipped with an online payment security system enabling the Consumer to encrypt the transmission of his bank details

10. Delivery

10.1. Definition

Delivery means the transfer to the Consumer of physical possession or control of the property

10.2. Delivery time

The Seller undertakes, in accordance with the delivery deadline indicated on the Site for each of the products, to deliver the products within a maximum of **45 business** days after receipt of the order, except in exceptional cases of force majeure or state of health emergency decreed by the government in force (COVID-19).

10.3. Late delivery

When the product ordered is not delivered or the service is not provided on the date or expiry of the period mentioned on the order form, the Consumer may, after

unsuccessfully enjoining the Seller to perform his obligation to delivery within a reasonable additional time, resolve the contract by registered letter with acknowledgment of receipt or by electronic letter.

10.4. Place of delivery

The products are delivered to the address indicated by the customer on the order form

10.5. Terms of delivery

Delivery is made by the direct delivery of the product to the buyer or, failing that, by the Seller sending a notification of provision to the buyer.

Within a period of fifteen days from the notice of availability, the buyer must proceed with the withdrawal of the ordered product.

In the absence of withdrawal within the time indicated, the Seller may, after a formal notice of the buyer, with no effect, proceed to the withdrawal, resolve the order and retain as compensation the deposit paid.

When the product is delivered to the address indicated on the order form by a carrier, it is up to the buyer to check in the presence of the deliveryman the condition of the delivered product and, in case of damage or missing, make reservations on the delivery note or transport receipt, and possibly refuse the product and notify the Seller.

10.6. Import fees

Upon delivery of the product, the transport company may require the buyer to pay an amount of VAT on import and customs duties. In the event of a request to this effect, formalized by the transport company and supported by all the required supporting documents, the buyer is then obliged to return to the transport company the justified amount of the duties, taxes, and other costs inherent to the 'import.

10.7. Product conformity

If the product does not comply with the order, the Consumer must send a complaint to the Seller to obtain the replacement of the product or possibly the resolution of the sale.

10.8. Unavailability of products

In case of unavailability of products upon delivery, the Professional Seller may offer, under the conditions set out in **Section 5.03** of the GSC Online, a product equivalent in quality and price.

10.9. Delivery default

The total delivery default leads to the automatic resolution of the sales contract

10.10. Delivery and transfer of risk

The risk of loss or damage to the goods is transferred to the Consumer at the moment when he takes, or a third party that he has designated, physical possession of the property, without distinction according to its nature.

The product, which is delivered to the Consumer by a carrier chosen by the Seller, travels at the risk and peril of the Seller.

The product, which is delivered to the Consumer by a carrier chosen by him, travels at the risk of the Consumer from the delivery of the goods to the carrier.

10.11. Transfer of property

From the delivery date indicated on the purchase order, the property of the product is transferred to the buyer.

11. Legal guarantee of conformity and guarantee of hidden defects

11.1. Consumer Information

The online terms and conditions applicable to consumer contracts mention:

1 ° According to the terms and conditions set by order of the Minister in charge of the economy, the existence, the conditions of implementation and the contents of the legal guarantee of conformity and the guarantee relating to the defects of the thing sold, due by the Seller;

2 ° Where applicable, the existence of a commercial guarantee and a customer service.

All the products supplied by the Seller benefit from the legal guarantee of conformity envisaged in articles L. 217-4 and following of the code of the consumption or the guarantee of the hidden defects provided for in articles 1641 to 1649 of the civil code.

11.2. Implementation of the guarantee of conformity

The Seller is obliged to deliver a good in accordance with the contract and is liable for any lack of conformity existing at the time of delivery.

It also responds to any lack of conformity resulting from the packaging, the assembly instructions or the installation when it was charged to it by the contract or was carried out under its responsibility.

To be in conformity with the contract, the good must:

1 ° Be fit for the usually expected use of a similar good and, where appropriate:

- correspond to the description given by the Seller and possess the qualities that he has presented to the buyer in the form of a sample or a model;
- present the qualities that a buyer may legitimately expect given the public statements made by the Seller, the producer or his representative, in particular in advertising or labeling;

2 ° Or have the characteristics defined by mutual agreement by the parties or be fit for any special purpose sought by the buyer, made known to the Seller and that the latter has accepted.

The action resulting from the lack of conformity is prescribed by two years from the delivery of the goods.

When acting as a legal guarantee of conformity, the Consumer:

- has a period of two years from delivery of the property to act;
- can choose between the repair or the replacement of the good, subject to the conditions of cost envisaged by the article L. 217-9 of the code of consumption;
- is exempted from showing proof of the lack of conformity of the property during the twenty-four months following the delivery of the property.

11.3. Implementation of the guarantee of hidden defects

The Seller is bound by the guarantee for reasons of hidden defects of the thing sold which render it unsuitable for the use for which it is intended, or which reduce such use

so much that the buyer would not have acquired it, or would have given a lower price, if he had known them.

The action resulting from latent defects must be brought by the purchaser within two years from the discovery of the defect.

The Consumer may decide to implement the guarantee against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code. In this case, he can choose between the resolution of the sale or a reduction of the selling price in accordance with Article 1644 of the Civil Code.

12. Responsibility

12.1. Disclaimer

The Seller's liability can not be engaged in case of non-performance or improper performance of the contract due either to the fact of the buyer, the insurmountable and unpredictable fact of a third party to the contract, or force majeure.

The responsibility of the Professional Seller can not be held liable for non-compliance of the product with the legislation of the country of the Consumer to whom it belongs to check if the product is not prohibited for sale in his country.

Company or Seller does not warrant or ensure that any use of the Service or the Site will be uninterrupted, fast, secure or error-free.

The Company or the Seller does not warrant that the results that may be obtained through the use of the Service or the Site will be accurate or reliable.

Any User or Consumer agrees that, from time to time, the Company or the Seller may delete the Service or Site for indefinite periods of time or cancel the Service at any time without first notifying any User or Consumer.

Any User or Consumer expressly agrees that his or her use of the Service or the Site, or his inability to use it, is at his sole risk. The Service and all products and services provided through the Service are (unless expressly stated otherwise by us) provided "as is" and "as available" for your use, without representation, without warranties and without terms of any kind, express or implied, including all implied warranties of merchantability or merchandising, fitness for a particular purpose, durability, title and non-infringement.

The Company, our directors, officers, employees, affiliates, agents, contractors, trainees, suppliers, service providers and licensors shall in no circumstances be liable for any injury, loss, claim, or direct, indirect, incidental, or consequential damages. punitive, special, or consequential damages of any kind, including but not limited to loss of profits, income, savings, data, replacement costs or any similar damages, whether be in contract, tort (even in negligence), strict liability or otherwise, resulting from your use of any service or product from this Service, or any other claim related in any way to your use of the Service or any product, including but not limited to any error or omission in any Content, or any loss or damage of any kind use the Service or any Content (or product) posted, transmitted or otherwise made available via the service, even if you have been advised of the possibility they arise. Because some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, our liability will be limited to the maximum extent permitted by law.

12.2. Product safety defect

In case of damage caused by a product safety defect, the Consumer must seek the liability of the manufacturer identifiable from the information on the product packaging.

12.3. Penalty clause

In all cases of non-performance by the Consumer, the deposit paid to the order remains acquired to the Professional Seller as compensation.

13. Cancellation clause

The resolution of the order in the cases provided for in these online GTCS will be pronounced by simple registered letter with acknowledgment of receipt or by electronic letter and will be automatically acquired without judicial formality.

14. Right of withdrawal

Article L. 221-5 of the Consumer Code imposes prior information on the conditions, the deadline and the procedures for exercising the right of withdrawal and communication of the standard withdrawal form, a model of which is proposed in the appendix of the Code de the consumption.

The conditions, the period and the procedures for exercising the right of withdrawal are set by Article L. 221-5 of the Consumer Code and Articles L. 221-18 and following of the Consumer Code.

The information referred to in 2o, 3o and 4o of Article L. 221-5 may be provided by means of the standard information notice annexed to Article R. 221-3 of the Consumer Code.

This model is reproduced in this document.

In application of Article L. 221-28 of the Consumer Code, the customer is informed that the right of withdrawal can not be exercised for the following contracts:

1 ° Provision of services fully performed before the end of the withdrawal period and whose execution began after express prior consent of the consumer and express waiver of his right of withdrawal;

2 ° supply of goods or services whose price depends on fluctuations in the financial market beyond the control of the professional and likely to occur during the withdrawal period;

3 ° Supply of goods made to the specifications of the consumer or clearly personalized;

4 ° supply of goods likely to deteriorate or expire quickly;

5 ° Supply of goods which have been unsealed by the consumer after delivery and which can not be returned for reasons of hygiene or health protection;

6 ° supply of goods which, after being delivered and by their nature, are mixed indissolubly with other articles;

7 ° Supply of alcoholic beverages whose delivery is deferred beyond thirty days and whose value agreed at the conclusion of the contract depends on fluctuations in the market beyond the control of the professional;

8 ° Maintenance or repair work to be performed urgently in the consumer's home and expressly requested by him, within the limits of spare parts and work strictly necessary to respond to the emergency;

9 ° Provision of audio or video recordings or computer software when they have been unsealed by the consumer after delivery;

10 ° supplying a newspaper, periodical or magazine, except for subscription contracts to such publications;

11 ° Concluded at a public auction;

12 ° Accommodation services, other than residential accommodation, goods transport services, car rental, catering or leisure activities that must be provided at a specified date or period;

13 ° Providing digital content that is not supplied on a physical support whose performance has begun after the express prior consent of the consumer and expressly waives his right of withdrawal.

14.1. Terms, deadline and methods of exercise

If you sign the contract, you will have the right to withdraw without giving any reason within thirty (30) days.

The withdrawal period expires thirty (30) days after the day of the conclusion of the contract

To exercise the right of withdrawal, you must notify us:

- your name, geographic address and, if available, your telephone number, fax number and e-mail address;
- as well as your decision to withdraw the contract by means of an unambiguous declaration (for example, letter sent by post, fax or email as soon as these contact

details are available and therefore appear on the standard withdrawal form)). You can use the form of withdrawal form but it is not mandatory. You may also complete and submit the model withdrawal form or other unambiguous statement on our Site. If you use this option, we will send you an acknowledgment of receipt of the retraction by email without deadline.

For the cancellation period of thirty (30) days to be respected, it is sufficient that you transmit your communication relating to the exercise of the right of withdrawal before the expiry of this period. In all cases, the burden of proof for this exercise lies with the client.

14.2 Effects

In the event of your withdrawal from the contract, we will refund all payments received from you, in any event, no later than thirty (30) days from the day we are notified of your decision to withdraw from the resulting contract.

We would proceed with the refund using the same method of payment that you would use for the original transaction.

It is reminded that the responsibility of the customer, in case of retraction after use of the property (s), is engaged with respect to the depreciation of the property (s) resulting from manipulations other than those necessary to establish the nature, the characteristics and the good functioning of this or these goods. According to the European Commission, these manipulations are those that a Consumer can perform in a store, for the goods that are offered for sale.

In case of withdrawal by the customer, he must return or give back the property to the company, in any case no later than thirty (30) days after the customer has communicated to the consignee indicated on the withdrawal form his decision to withdraw from the resulting contract. This period is deemed to be respected if the customer returns the goods of the order before the expiry of the thirty (30) day period.

In case of withdrawal by the customer, it must bear the direct costs of returning the property.

The company may defer the refund until receipt of the goods or objects subject to the order, and verification that the goods or objects subject to the order have not been damaged in any way whatsoever by the customer

14.3. Model withdrawal form

The model withdrawal form is detachable and can be found in **Appendix 1** of these Terms online.

The information concerning the exercise of the right of withdrawal, as mentioned in the appendix to Article R.221-3 of the Consumer Code, can be found in **Appendix 2** of these online GTCS.

15. Intellectual property

The elements reproduced on the Site consisting of photographs, visuals, texts, drawings and images, which are the exclusive property of the publisher, are protected by trademark law and copyright law and patents law.

Any reproduction and dissemination of these elements, without prior written permission of the publisher, expose offenders to legal action.

16. Personal information

The submission of your personal information on the Site is governed by our Privacy Policy

Click here to view our [Privacy Policy](#).

17. Comments - Suggestions - User Proposal

If, at the request of the Company or the Seller, any User or Consumer submits specific content (for example, to participate in contests), or if without request from the Company or the Seller, any User or Consumer sends creative ideas, suggestions, proposals, plans or other items, whether online, by e-mail, by mail, or otherwise (collectively, "comments"), the User or Consumer to the origin of these comments, suggestions, proposals gives the Company or the Seller the right, at any time, and without restriction, to edit, copy, publish, distribute, translate and use alternatively and in any media any comments or items sent. The Company or the Seller can not be held (1) to maintain the confidentiality of the comments; (2) pay compensation to anyone for any comment provided; (3) respond to comments.

The Company or the Seller may, but has no obligation to do so, monitor, modify or delete content that it deems, in its sole discretion, to be unlawful, offensive, threatening, abusive, defamatory, pornographic, obscene or otherwise reprehensible, or who infringes any intellectual property or these online GTCS.

Any User or Consumer agrees to write comments that do not violate the rights of third parties, including copyrights, trademarks, privacy, personality, or other personal or property rights. Any User or Consumer agrees that its comments do not contain any illegal, defamatory, offensive or obscene content, nor that they contain any computer viruses or other malware that could in any way affect the operation of the Service or any other associated website. Any User or Consumer may not use a false e-mail address, pretend to be someone who is not, or attempt to induce the Company or the Seller and / or third parties in error as to the origin of his comments. Any User or Consumer is fully responsible for all comments that it publishes and for their accuracy. The Company or the Seller assumes no responsibility and declines any commitment to any published comments or that any other third party publishes.

18. Summoning and not waiving the GSC online

Any breach of the exercise or application of any right or provision of these Terms online by the Company or the Seller shall not constitute a waiver of such right or provision, and more generally, can not prevent the Company or Seller to avail itself of these Terms online in all its provisions.

The present GSC online, as well as any other policy or operating rule published on the Site or relating to the Service, constitute contractual commitments between the Company or the Seller and the User or the Consumer.

Online Terms and Conditions take precedence over any other document, communication, proposal or agreement between the Company or the Seller and the User or the Consumer.

19. Applicable law and litigation

19.1 The online GTCS, as well as any other separate agreement through which we provide you Services, are, for their validity, interpretation and execution subject to **American law of the United States of America.**

In the event of a translation of these Terms online, as well as any other separate agreement through which we provide you Services in one or more languages, the language of interpretation will be the French language in case of contradiction or dispute over the meaning of a term or stipulation between the French version and the translated version of these online GTCS, as well as any other separate agreement through which we provide you Services.

19.2 In the event of a dispute concerning the interpretation or execution of their agreements, the parties shall seek, before any contentious action, an amicable agreement and shall communicate to each other all the necessary information

In the event of a dispute, you must first contact the Customer Service Department by email from the website contact page

In the event of failure of the claim to the consumer service or in the absence of response from this service within two (2) months, the Consumer may submit the dispute relating to the purchase order or to these Terms online opposing the Professional Seller to a mediator who will attempt, independently and impartially, to bring the parties together to reach an amicable solution.

In accordance with Articles L.611-1 and following of the Consumer Code, the buyer and the Seller may attempt to reach an agreement with a consumer mediator to resolve an amicable dispute between them.

Pursuant to Article L.616-1 of the Consumer Code, the contact details of the consumer mediators to which we report, in relation to our economic activity, are as follows:

- The e-commerce Mediator of FEVAD (Federation of e-commerce and distance selling):
60 rue de la Boétie 75008 PARIS - mediateurduecommerce@fevad.com;

- La Médiation – 15 avenue de la Mairie 38000 GRENOBLE -
contact@mediation_service.fr.

The parties to the contract remain free to accept or refuse the use of mediation and, in case of recourse to mediation, to accept or reject the solution proposed by the mediator.

In the absence of an amicable settlement of the dispute within a maximum period of three (3) months, you can seize the court for any dispute relating to the formation, the existence, the interpretation, the conclusion, the execution or the rupture of the contract and all documents related to this contract. The territorially competent court will be that of the defendant's place of residence or that of the place of actual delivery of the thing.

This clause applies even in the event of summary proceedings, incidental claims or multiple defendants or warranty claims, and regardless of the method and method of payment, without the clauses attributing jurisdiction that may exist on the documents. Competent Court buyers.

Download the General Conditions of Sale in PDF format
[here](#)

Appendix 1 - Model of Retraction Form

(Appendix to Article R.221-1 of the French Consumer Code)

(Please complete and return this form only if you wish to withdraw from the contract.)

For the attention of [MOJO FZ, A4-709 Al Hamra Industrial free zone RAK, Ras Al Khaimah, Ras Al Khaimah, UAE]:

I / we (*) hereby notify you (*) of my / our (*) cancellation of the contract for the sale of the goods (*) / for the provision of services (*) below:

Order Number (format 2 Letters + numbers + 2 letters. Ex : OZ12345US) :

Ordered on (*) / received on (*)

Name of the consumer (s)

Address of the consumer (s):

Signature of the consumer (s) (only in case of notification of this form on paper):

Date :

*) Cross the mention useless.

Appendix 2 - Information concerning the exercise of the right of withdrawal

(Appendix to Article R.221-3 of the Consumer Code)

Right to retract

You have the right to withdraw from this contract without giving any reason within fourteen days.

The withdrawal period expires fourteen days after the day on which you, or a third party other than the carrier and designated by you, physically takes possession of the last goods.

To exercise the right of withdrawal, you must notify the company by email through the contact page of your decision to withdraw from this contract by means of an unambiguous declaration. You can use the form of withdrawal form but it is not mandatory. You can also fill out and submit the model withdrawal form or other unambiguous declaration on our website. If you use this option, we will promptly send you an acknowledgment of receipt of the retraction on a durable medium (for example, by email).

In order for the withdrawal period to be respected, it is sufficient that you transmit your communication relating to the exercise of the right of withdrawal before the expiry of the withdrawal period.

Withdrawal effects

In the event of your withdrawal from this contract, we will refund all payments received from you, including delivery charges (with the exception of additional charges arising from the fact that you have chosen, if delivery other than the less expensive standard delivery method proposed by us) without undue delay and, in any event, no later than fourteen days from the day we are informed of your decision to withdraw from this contract. We will refund using the same means of payment as you used for the original transaction, unless you expressly agree of an other payment method; in any case, this refund will not incur any costs for you.

We may defer repayment until we have received the goods or until you have provided proof of shipment of the goods, whichever is the earlier

You must return or send back the property to us without undue delay and, in any case, no later than fourteen days after you have communicated to us your decision to withdraw from this contract. This period is considered respected if you return the good before the expiration of the period of fourteen days.

You will be responsible for the direct costs of returning the property. These costs are estimated at a maximum of around USD 30