

TERMS OF USE OF THE GOODS PURCHASE SERVICE

These Terms determine the rules of provision of intermediary services in the process of purchasing goods from Sellers for the Customer.

GLOSSARY OF TERMS

- **Application** – myMeest Shopping mobile application allowing the Customer to order the Service and to monitor the process of its provision.
- **Customer** – any legally capable individual who accepted these Terms of Use by registering the Order via myMeest Shopping mobile application, on whose behalf the Intermediary purchases goods from the Seller.
- **Customer account** – an individual account in Meest Shopping profile of the Customer, managed by the Contractor.
- **Purchase** – the process of purchasing an order from the Seller and paying for an order by the Intermediary.
- **Payment Processor** – a financial company that concluded an agreement for making card payments for the Service with the Intermediary, namely – Revolut Bank UAB, registered in Vilnius at the address: Konstitucijos pr. 21B, LT-08130, Vilnius; Country: Lithuania, Bank code:70700; Company code 304580906.
- **Intermediary** – MEEST Czech s.r.o., registered at the address: Příkop 843/4, Zábřovice (Brno-střed), 602 00 Brno, Czech Republic, Detail plátce DPH: CZ11833815, IČO: 11833815.
- **Terms of Use** – the present document that defines the rules for provision and use of the services offered by the Intermediary to Customers. The Terms define the scope of rights and obligations of the Customer and the Intermediary.
- **Registration** – the process of creation of an individual Customer account in the personal profile of the Customer in myMeest Shopping app.
- **Payment methods** – payment methods available to the Customer: payment cards: Visa, Visa Electron, Master Card, Maestro.
- **Seller** – any individual or legal entity selling the goods to the Customer and registered in the European Union, Great Britain or Turkey.
- **Service** – a set of services, products and software offered by the Intermediary to the Customer and available in the Customer's personal profile on the Contractor's website.
- **Contractor** – Meest Shopping Logistics s.r.o. that provides services on international postal delivery from warehouses in Europe and Turkey, via Meest Shopping service.
- **International Representative Office** – a warehouse, which address is indicated by the Customer in Meest Shopping personal account for the purpose of delivery of the Order and is available on the Contractor's website and/or in the personal account of the Customer.
- **Intermediary Service** – a service provided by the Intermediary to the Customer in accordance with the rules outlined in these Terms of Use.
- **Order** – the Customer's instruction to the Intermediary to purchase specific goods from the Seller. Every order has its own unique number, list of ordered goods, their unit price and total cost.

1. GENERAL PROVISIONS

- 1.1. As part of the intermediary service, the Intermediary buys goods from the Seller on behalf and for the benefit of the Customer and makes payments related to delivery of the goods to Meest Shopping representative offices in Europe and Turkey.
- 1.2. As part of the intermediary service, the Intermediary does not pay any customs duties and import VAT for ordering and shipment of goods to the Customer's address.
- 1.3. Every Order placed by the Customer shall be considered as provision of a following power of attorney to the Intermediary: «I hereby provide MEEST Czech s.r.o. with a power of attorney to purchase goods on my behalf and in my favor, as well as to pay the price and cost of delivery of the goods to the address of Meest Shopping offices in Europe and Turkey. I furthermore authorize the Intermediary to transfer the money received from me to the Seller on my behalf. The Intermediary is authorized to act only within the scope of this power of attorney.»

2. ORDER PLACEMENT PROCEDURE

- 2.1. Via the application or service of the Intermediary, the Customer instructs the Intermediary to order the selected goods.
- 2.2. To place an Order, the Customer must read these Terms of Use and give a full and irrevocable consent to their provisions.
- 2.3. When placing an Order, the Customer should provide the Intermediary with the following data: name, surname, email address, personal ID number obtained in the process of registration in the Meest Shopping service, phone number.
- 2.4. In the process of placing an Order, the Customer indicates the country of location of the Seller and provides the Intermediary with the following information about the product: link to the product in the Seller's shop, information about the color, size, quantity, stock keeping unit and price.
- 2.5. Upon receiving the Customer's instruction to fulfill the Order:
 - 2.5.1. The Customer is considered to be informed that the Intermediary has started to provide the intermediary service.
 - 2.5.2. The Intermediary provides the Customer with the complete information on the final price of the service including all costs and a list of the purchased goods.
- 2.6. The order completion date begins when the Intermediary receives the payment for the provision of the Service from the Customer – counted from the moment of obtaining a positive authorization of the card payment.
- 2.7. The service is considered to be provided (and the order is considered fulfilled) at the moment of delivery of the goods to the address of Meest Shopping international representative office in Europe or Turkey specified by the Customer.

3. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 3.1. The Customer is obliged to pay in time and in full the cost of the ordered goods, the cost of delivery to Meest Shopping representative offices in Europe and Turkey (if such delivery service is paid for additionally) and the Intermediary's fees.
- 3.2. The Customer is entitled to cancel the order at any time prior to payment for this service.
- 3.3. The Customer is personally responsible for the choice of the Seller's goods, their size, color, technical specifications and/or other properties and characteristics of the goods. The Intermediary may draw the Customer's attention to the risks associated with the order. The assortment, quantity, quality of the order registered and paid by the Customer, its compliance with the established norms and rules of the origin country, its shipment and/or delivery are selected and confirmed by the Customer independently and without the involvement of the Intermediary.
- 3.4. At the request of the Intermediary, the Customer undertakes to provide copies of his/her identity documents (if necessary).

4. RIGHTS AND OBLIGATIONS OF THE INTERMEDIARY

- 4.1. The Intermediary is obliged to maintain confidentiality of the Customer's personal data and not to disclose them to any third parties, except when necessary to comply with the terms of the Service.
- 4.2. The Intermediary is obliged to accept the Order within 24 hours from the date of receipt of the Order in the Service on working days and notify the Customer through the Service of acceptance of the Order or refusal to accept the Order if for some reason it cannot be fulfilled.
- 4.3. The Intermediary may contact the Customer by email, as well as by phone and other means of communication used in the Contractor's Service to receive and clarify the details of the Order. The order execution time may be extended for the period of receiving the complete information on the Order from the Customer.
- 4.4. Absence of any feedback from the Customer for more than 7 calendar days of the date of sending the request serves as a basis for cancellation of the Order.
- 4.5. The Intermediary possesses an unconditional right at any time to request the information from the Customer in order to establish identity of the latter, including, but not limited to: identity documents of the Customer and/or documents proving the Customer's rights to use the payment card used to pay for the goods and services, and/or a bank statement confirming the transaction, and/or clear photos of identity documents of the Customer and/or photos of the payment card against the background of the Customer personally, and/or other documents that can be provided and obtained in accordance with the applicable legislation.
- 4.6. The Intermediary is not responsible for the Customer's choice of the product, its quality, size, color, technical characteristics and/or other properties and characteristics of the product, as well as for the Seller's choice and the Seller's delivery orders time to Meest Shopping offices in the European Union, Great Britain or Turkey.

- 4.7. The Intermediary reserves the right to unilaterally change the Terms of Use of the Purchase Service. Any updates will be made available on the official Website and in the Client's personal account.
- 4.8. The Intermediary reserves the right to modify the Terms of Use of the Purchase Service by publishing the updated information on the official Website or by notifying the Client through their personal account or any other communication channel specified by the Client during registration.

5. METHODS AND TERMS OF PAYMENT

- 5.1. Payment in the Service can be made by the following payment cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro.
- 5.2. Payment by payment card is made via the Payment Processor, namely Revolut Bank UAB.
- 5.3. The Customer is obliged to make payment within 24 hours from the moment when the Intermediary issues an invoice for payment for the Order. Failure to pay, including due to the expiration of the payment term, serves as a basis for cancellation of the Order. The Customer may also cancel the Order within the specified period, what does not impact his/her right to use the Service in the future.
- 5.4. In case of a necessity to refund for a transaction carried out by the Customer with the use of a payment card, such refund shall be made in the same way as the original payment, unless the Customer has agreed to another method of refund and provided that such other method does not entail any additional costs for the Customer.

6. DELIVERY OF GOODS

- 6.1. The ordered goods are delivered by the Seller to the address of Meest Shopping international representative offices in Europe and Turkey, selected by the Customer in the Service.
- 6.2. The cost of delivery of Orders to Meest Shopping offices in Europe and Turkey is calculated based on the price list available on each Seller's website.
- 6.3. Payment of an invoice for an Order includes the price of the goods, the cost of delivery from the Seller to Meest Shopping international offices in Europe and Turkey and the Intermediary's fees.

7. RETURN OF GOODS BY THE CUSTOMER

- 7.1. Within 14 calendar days of the date of purchase of the goods by the Intermediary, the Customer may file to the Intermediary an application for return of the goods purchased from the Seller by sending an e-mail to shop.service@mymeest.com or meestshop.service@meest.com, provided that the goods were not used, have no traces of use, all labels and factory packaging are preserved and under the condition that the possibility of return of such goods is envisaged by the policies of the Seller.
- 7.2. When submitting an application for return, upon receiving the Seller's confirmation of the possibility of such return and taking into account the terms and conditions of return envisaged by the Seller's return policy, the Customer undertakes to return the goods to the Seller within the term specified by the Seller. The goods must be sent back to the address of the Seller specified by the Intermediary. The Intermediary, not later than within 14 days from the date of delivery by the customer of the proof of return, will return to the customer all payments made by him for the goods and delivery from Seller to Meest Shopping international representative offices in Europe and Turkey. The Intermediary will refund the payment using the same method of payment as used by the customer, unless the customer has expressly agreed to a different method of return, which does not involve any costs for him.
- 7.3. The fee charged for the Intermediary's services are not subject to refund to the Customer.
- 7.4. The refund application can be submitted by the Customer in an electronic form to the e-mail address shop.service@mymeest.com or meestshop.service@meest.com. The application for refund and return of the goods must be made within the period specified in clause 7.1.
- 7.5. All costs related to return of the goods to the Seller shall be borne solely by the Customer.
- 7.6. The Intermediary and the Seller are not responsible for the method, time and cost of delivery of the goods returned from the Customer to the Seller.
- 7.7. The Customer shall be obliged immediately, but not later than within 3 (three) days of the receipt from the Intermediary of the address data for return of the goods, to provide a confirmation of shipment of the goods to the Intermediary by sending an email to: shop.service@mymeest.com or meestshop.service@meest.com with a copy of the declaration confirming the shipment of the goods. Failure to provide a confirmation of return of the goods within the above-mentioned period shall be equivalent to the Customer's refusal to return the goods.

8. COMPLAINT PROCESS

- 8.1. In case of identification of any violations related to operation of the Intermediary's service, the Customer is entitled to report this fact by sending an e-mail to shop.service@mymeest.com or meestshop.service@meest.com.
- 8.2. The Customer is entitled to file a complaint against the Intermediary related to provision of intermediary services. The Customer can submit a complaint by sending an email to shop.service@mymeest.com or meestshop.service@meest.com. The Customer's application must include the Customer's address, name and surname, personal ID number in the Meest Shopping service, as well as a precise description of circumstances of provision of the corresponding poor-quality service together with the justification of the application.
- 8.3. The Intermediary shall process the received application within 14 days of the date of its receipt.
- 8.4. The Customer is entitled to file a complaint for non-delivery of the goods specified in the Order to the address of the Meest Shopping international representative offices in Europe and Turkey, provided that the Order has been paid. If the Intermediary makes a decision on justifiability of the complaint and return of the payment for the Order to the Customer, the Customer shall receive the refund of the cost of the paid and undelivered goods and the Intermediary's fee.
- 8.5. The Client has the right to file a complaint regarding their order, which was fulfilled through the Intermediary's service, within 30 days from the date of delivery by the Seller to the address of the International Representative Offices of Meest Shopping in Europe and Turkey. After the expiration of this 30-day period, the Intermediary shall not be held liable to the Customer for the quantity, completeness, and integrity of the order.
- 8.6. The Intermediary is entitled to contact the Seller to agree on the warranty obligations in respect of defects of the goods purchased for the Customer.
- 8.7. If it is necessary to send the goods back to the Seller in order to perform the warranty obligations or to receive a response from the Seller regarding the warranty case, the Customer must deliver the goods to the Seller at his/her own expense to the address previously agreed by the Customer and the Intermediary.
- 8.8. In case of presence of legal grounds, the Intermediary must satisfy the Customer's complaint immediately, but not later than within 14 days of the date of its submission. The warranty claim payment shall be made within 14 working days in the same way as the original payment for the goods unless the Customer has agreed to another method of refund and provided that another method does not entail any additional costs for the Customer.

9. BASIC LIMITATIONS AND REQUIREMENTS

- 9.1. The Order can be accepted by the Intermediary only upon the receipt of the full payment from the Customer.
- 9.2. Orders of one Customer for the purchase of the goods from different Sellers should be registered as separate Orders.
- 9.3. The Customer pays a fee to the Intermediary for the provided services based on the price list available on the website and in myMeest Shopping application.
- 9.4. The decision on the possibility of fulfilling an Order is made by the Manager of the Intermediary's company who may refuse to fulfill the Order if there are grounds to expect any difficulties in the process of its purchase, delivery, delivery time, impossibility to transport it across the border, etc.
- 9.5. The Intermediary does not accept Orders for the following types of goods:
 - coins, banknotes, currencies or any bearer securities, traveler's checks, platinum, gold or silver (whether processed or not), precious stones, jewelry and other valuables,
 - hazardous objects that can harm people or damage property, as well as contaminate or damage other postal items or equipment,
 - drugs and psychotropic substances or other illegal narcotics, prohibited in the country of destination and shipment,
 - firearms and ammunition, bladed weapons and other items intended for the attack or defense,
 - explosive, easily flammable or radioactive substances,
 - neutralized explosive devices and military equipment, including neutralized grenades, projectiles and other similar objects, as well as copies of these devices and objects,
 - substances that may cause an infection,
 - live animals and plants,
 - seeds and seedlings,
 - perishable products,
 - objects of the national, historical or cultural heritage,

- alcohol and tobacco products,
 - medicines and pharmaceuticals,
 - objects made of delicate,
 - fragile materials and items with a short shelf life,
 - obscene and immoral objects,
 - other items prohibited to be imported into countries in accordance with the laws and regulations of the Universal Postal Union.
- 9.6. The Intermediary is not responsible for the exact matching of colors and color shades of the goods presented on websites of the Sellers.
- 9.7. The Intermediary shall not be responsible to the Client for the Seller's independent decision to divide the Client's order into several parts. The Client placed the order through the Intermediary's service as one order in one Seller's store, and it consists of several items. The Intermediary may process the registration of such an order, which has been independently divided by the Seller, in the Client's personal account in several tracks. This action does not constitute a breach of the Terms of Service and does not impose any liability or additional costs on the Intermediary.
- 9.8. The Intermediary is not an owner and/or a supplier of the goods. All trademarks posted on the website belong to their owners. Trademarks and any other information about the goods are posted on the Intermediary's website for informational purposes only, do not constitute a commercial offer and serve solely for reference for the Customer. For convenience of Customers, the Intermediary's website may contain links to third-party websites. The Intermediary is not responsible for the information and content published on such websites.
- 9.9. The Intermediary is exempted from liability for partial or complete non-fulfillment of obligations in consequence of occurrence of force majeure circumstances that emerged after placement of an order as a result of extraordinary events out of control of the Intermediary. Such events include in particular: changes in the tax legislation, embargoes, floods, fires, earthquakes, explosions, epidemics and other natural phenomena, as well as war or hostilities, etc.

10. PROTECTION OF PERSONAL DATA

- 10.1. The Customer's personal data are processed by the Intermediary, who acts as an administrator of personal data and transfers them to third parties solely for the purpose of fulfilling orders.
- 10.2. Provision of personal data by the Customer is voluntary, but is required for registration of an Account in Meest Shopping service of the Contractor and further execution of the Order by the Intermediary.
- 10.3. The Intermediary takes all appropriate technical and organizational measures aimed to protect the personal data being processed.
- 10.4. The Customer has the right to access his/her personal data, as well as to correct and delete them. Personal data can be corrected or deleted in the Customer's Account upon the registration by sending a corresponding email to the email address of Meest Shopping customer support service.
- 10.5. The Customer's personal data can be processed for the purpose of fulfilling an Order, correct rendering of services provided in the electronic form, as well as for the purpose of ongoing informing of the Customer about the Intermediary's services.
- 10.6. Additional explanations on the issue of protection of personal data are contained in the Privacy Policy section on the Service.

11. FINAL PROVISIONS

- 11.1. These Terms of Use enter into force on the date of their publication on the website and/or in the mobile Application.
- 11.2. Saving, protection, provision and confirmation of main provisions of Orders to the Customer is carried out by providing the Customer with information in his/her Personal Account in Meest Shopping profile.
- 11.3. The content of these Terms of Use is available to customers free of charge on the Website and in the Application, from where customers can view and print it at any time.
- 11.4. All other issues not regulated by these Terms of Use are regulated by the applicable legislation of the Czech Republic.