

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

PLEASE PAY ATTENTION TO PROVISIONS THAT EXCLUDE OR LIMIT LIABILITY AND TERMS OF GOVERNING LAW AND JURISDICTION!

Terms & Conditions

These terms and conditions (together with the information and policies contained in the <https://picksell.eu/privacy> pages of the website and Platform and any other documents referred in these terms and conditions) ("Terms and Conditions") constitute the legal terms that apply to your use of our website <https://picksell.eu/>, our mobile device Platform (Platform) developed by us or on our behalf and the other services that we provide (the "Services").

Please read these Terms and Conditions carefully and make sure that you understand them before using the Services. Please note that by using the Services, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, you will not be able to use the Services and you should leave the Platform immediately. If you continue to use the Platform we will take this as your acceptance of these Terms and Conditions.

This document is an official public offer made by Picksell Ltd. with the purpose of entering into the Agreement. Your consent to these Terms of Services shall mean that you enter into an Agreement with us.

1) Understanding these Terms and Conditions

When we refer to "we", "us" or "our", we mean Picksell. Where we refer to "you" or "your" we mean you, the person (the User or the Customer) using the Services.

These Terms and Conditions are only available in the English language. We will not file copies of the contracts between us and you relating to our supply of the Services, or between you and the Merchants relating to the sale of the products, so we recommend that you print or save a copy of these Terms and Conditions for your records. We reserve the right to unilaterally change these Terms and Conditions without any notification. You represent and warrant that you shall promptly check these Terms and Conditions for any changes or amendments.

You shall not access or use the Services or the Platform or the Website and shall not accept the Terms if:

- (a) you are not of legal age to form a binding contract with Picksell,
- (b) you are not permitted to receive any Services under the laws of UK or other countries / regions including the country / region in which you are resident or from which you access and use the Services and the Sites.

2) About Picksell

We are Picksell and we operate the Website and Platform. We are a company registered in the UK and the company's registered office is at Unit 111379, Second

Floor, 6 Market Place, London, Fitzrovia, United Kingdom. The Picksell registered company number is 12528969 .

We provide the Services to you through (via) the Platform. Further details of the Services we provide are set out in section “Picksell Services” below. When you purchase products using the Platform, you are purchasing them from the third party retailers ("Merchant(s)") named in the Platform. It is important that you understand that the contract for the purchase of the products is between you and the relevant Merchant. We are acting as agent on behalf of the Merchants, which are the principals. You are not purchasing the products from us.

We are authorized by the relevant Merchants to conclude the contract on their behalf but we are not a party to that contract and you are not purchasing the products from us. Further details about the products, the Merchants and the contract between you and the Merchants in relation to your purchase of the products are set out in sections 5, 6 and 7 below.

3) Scope

These Terms and Conditions shall regulate the provision of Services to you by Picksell as well as the rights and obligations of the Parties. These Terms and Conditions shall cover all Services, as well as any subsequent modifications and additional services of the Picksell appearing in the future. The use of materials and services of the Platform is governed by the norms of the current legislation of the United Kingdom.

4) Definitions

Delivery Service Provider shall mean third party legal entities that provide delivery services.

Order shall mean the request of the User to Order the Products from the relevant Merchants using the relevant Delivery Service Providers.

Picksell shall mean «PICKSELL LTD» a company, registered in UK with address Unit 111379, Second Floor, 6 Market Place, London, Fitzrovia, United Kingdom. Picksell is neither a buyer nor a seller of the Products at the Platform.

Platform shall mean Our Website, Mobile Platform (Application) with our Services

Products shall mean items, clothes or any other tangible objects that are sold by Merchants, are available in the Platform and can be chosen, viewed by the User.

The rules and criteria for acceptable Product for the Platform, the decision to attribute the goods to one or another category of the Product on the Platform shall be taken by PICKSELL at its sole discretion on the basis of its internal rules and procedures.

Merchant shall mean third party retailers, a legal entity, entrepreneur or group of companies that has entered in Order to offer the Products of its Store via Our Service.

Services shall mean all Services of Picksell, which include the provision of access to the Platform to the User. The Platform allows the User to view and choose Products available on the Platform, add the Products to the Shopping Cart and purchase such products from relevant Merchants. Picksell shall not be a party in the sale purchase agreement between the User and Merchant, and shall not be a party in the agreement between User and Merchant.

User Account shall mean the User's account in the Platform. Such User Account created after downloading or accessing the Platform and passing the Registration process.

5) Picksell services

The Services we offer allows you to search through the Platform and add products from a number of Merchants and add to your Shopping Cart in order for you to make an Order. Please note that we are not a Merchant and act only as a search service. As part of the Services, we also provide some ancillary services such as:
arranging a list of Delivery Service Providers that shall deliver the product to you;
providing you with customer service assistance; and
payment processing without charge.

It is important to note that the contract for the purchase of the products is between you and the relevant Merchant. This means that it is the Merchant (not us) who is legally responsible for selling the products to you. This also means that you are not purchasing the Product from us.

Please note that the delivery logistics service (Delivery Service Providers) is not provided by us to you and as such you are entering into a contract for delivery services provided by other entities.

In order to use the Services you must be over 18 years of age.

6) Registration

Before an access to the Services is granted to you, you shall create a User Account with our Platform. During the account creation process (Registration) you shall be asked to provide certain Authorization data, such as:

- login,
- password,
- e-mail address,
- First name
- Last name
- Date of birth
- Address of residence
- Address of delivery

List of mandatory information to be provided may be changed from time to time by us unilaterally.

You represent and warrant that the information provided by you during the account creation process (registration) shall be true, accurate, current, and complete. After your account is created, you shall verify the e-mail. E-mail verification instructions shall be sent shortly after the registration. After the User's e-mail is verified you shall be able to log into the User's account and access the Services on the Platform.

You represent and warrant that while using the Services you may only act on your own behalf. Your account cannot be used to act as an intermediary for any person or entity other than the yourself. You may only use your own account to use the Services and you shall maintain adequate security and control of any and all IDs, passwords, personal identification numbers (PINs), or any other codes that are used by you to access the Platform, as well as all passwords to access the e-mail address associated with the User's Account. You are not allowed to sell, borrow, share or otherwise make available your account or any detail necessary to access your account to people or entities other than yourself.

Your account shall not contain: misleading, inaccurate or fraudulent information, including, but not limited to fake phone numbers, creating fake information for your account, faking your residence state or providing fraudulent identification documents. Shall Picksell believe that the above-mentioned information provided by you is not true, accurate, current, or/and complete, Picksell has the right to restrict your access to Services, or any of its resources, and/or terminate or suspend the User's account.

7) Liability

If, in providing the Services to you, we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is resulted from the actions of third parties, including Merchants and Delivery Service Providers. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you started using the Services.

We shall not be liable for the quality of the Product, or any defects as well as we shall not be liable for the breach of delivery terms by Delivery Service Providers.

8) Limitation or termination of account

Picksell may terminate, suspend, or limit access to the User Account or to the Services at Picksell's own discretion in the following situations:

- The User violates these Terms of Service or this Agreement;
- Picksell has reason to believe that the User of Services violates any applicable state law act;
- Picksell has reason to believe that the User has provided Picksell with false, inaccurate, incomplete, misleading or fraudulent information during the registration or verification or at any other point;
- The User has not provided any information / document requested by Picksell within a deadline;
- The User has performed an attempt (either successful or unsuccessful) of unauthorized access to any part or component of the Services, bypass or break

any security mechanism of the Services or use the Services in any other manner that poses a security risk to us or to any other User;

- The User has performed an attempt (either successful or unsuccessful) to interrupt Services and/or damage owned software and/or hardware;
- Picksell is required to do so by any applicable state law or/and order issued by the state authority;

9) The products

We attempt to be as accurate as possible in the description of the products displayed in our Platform. However, as the descriptions are based on information provided to us by the Merchants (who remain responsible for them), we shall not guarantee that all details shall always be accurate, complete or error free.

The images of the Products on the Platform are for illustrative purposes only, and although we attempt to display colors accurately, we cannot guarantee that your computer's display of the images accurately reflects the true color of the products.

As a consumer, you have legal rights in relation to products that are faulty or not as described. Nothing in these Terms and Conditions will affect these legal rights.

The products sold by the Merchants are supplied for your domestic and private use only. You agree that you will not use the products for any commercial, business or re-sale purposes. You further agree that you will not export, reexport, or otherwise transfer the products to countries or territories that are the target of comprehensive embargoes or sanctions or to parties identified on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons List or the E.U.'s Consolidated Financial Sanctions List. Neither we nor the Merchants have any liability to you for any loss of profit, loss of business, interruption of business, or loss of business opportunity.

10) Picksell Merchants

As explained above, the contract for the purchase of the products is concluded between you and the relevant Merchant. We are acting as agent on the Merchant's behalf but we are not a party to a contract with you and you are not purchasing the products directly from us.

We request that all Merchants using the Platform have and maintain reasonable business policies which comply with our own business policies. We cannot, however, be responsible for the Merchants' business policies. If you are unhappy with the product or service you have received from a Merchant, you should contact the Merchant.

Further information about the Merchants and the products they offer is available on the Platform.

11) Orders, prices and payment

The steps you need to take to make an Order are placed in the relevant pages/sections of the Platform. By completing the registration process and placing the Product in your Shopping Cart and by clicking the relevant button on the Platform, you are offered to purchase the products from the relevant Merchant (and not directly from us).

Your Order for the products is subject to these Terms and Conditions which are incorporated into the contract between you and the relevant Merchant. All Orders are subject to availability and confirmation of the Order price, which is determined by the relevant Merchant. After entering into the contract for the products with the Merchant, the Merchant will be under a legal duty to supply you with goods that are in conformity with the contract. Legal title to the product purchased will pass to you upon your payment being accepted. Risk in the product will remain with the Merchant and the Delivery Service Provider (as applicable) until it is delivered to you at the address specified when you placed your Order.

Payment for the product shall be made by transferring funds from the User's bank account to the bank account of the relevant Merchant. The User shall proceed to the relevant page of the Platform and enter the necessary data to execute the transaction. Any issues arising out of the transfer of funds to the Merchant are resolved between the User, bank and Merchant. We shall not be liable for the non-performance of banks and or any other financial institutions responsible for the transfer of funds.

To Order products you must be over 18 years of age. Please see section “Payment Methods” of the Platform and this document for details of acceptable payment methods. By placing an Order, you are promising that all details you provide are true and accurate, that you are over 18 years of age, that you are authorized to perform such actions stipulated in these Terms and Conditions. .

12) Delivery

The estimated delivery date of the products will be stated in your Order confirmation email. We supply Delivery Services Providers to you and we will try to ensure that your Order is delivered by the estimated delivery date if given, but there may be circumstances where delivery is delayed because of events beyond our reasonable control. We shall not be liable to you for any losses caused as a result of such delay.

We once again point out that we are not Delivery Service Providers and we shall not provide any delivery services to you, we shall only act as agents, whereas such Delivery Service Providers shall be our principals. The Delivery Service Providers shall be liable for all the damages incurred to you by the delivery.

Delivery dates may vary depending on the availability of the products and your delivery address. Delivery dates, including for Same Day delivery, are estimates only and cannot be guaranteed. The product(s) will be delivered to you directly by the Merchant(s) so your Order may arrive in multiple deliveries and at different dates.

In certain circumstances the Delivery Service Providers may provide you with optional services when delivering your Order, such as:

- (a) signature release: opting out of the requirement to provide a signature on delivery;
- (b) leave with neighbour, reception or security: re-directing the delivery to a neighbour, reception or security;
- (c) reschedule a new delivery date: selecting a delivery date that best suits you; and/or
- (d) re-directing to a collection point: collecting your package from a collection point nearby.

By selecting any of these services, including through any default preferences you may have selected with the Delivery Service Providers separately, you acknowledge and agree that Picksell shall bear no responsibility or liability for any loss or damage that may result from delivering your Order in that way.

PICKSELL makes it possible to use logistics solutions depending (delivery options) on the region of delivery of the User.

You have the right to independently choose one of the available and authorized Delivery Service Providers on the Platform. The Merchant undertakes to package and transfer the Products to the Delivery Service Provider chosen by you. The Merchant undertakes to use all applicable logistics solutions and delivery services. Additional delivery costs incurred through the fault of the Merchant as a result of the delay in Product transfer to delivery service, the Merchant undertakes to compensate in accordance with the tariffs of the delivery service used.

13) Refund Policy

Please see the refund policies of our Merchants for information on refunds. For further information on canceling your Order, please see below. The relationships concerning refunds and cancellations are established between you and the Merchants and Delivery Service Providers.

Please note that in certain cases the Merchant may reject your refund of a product. Picksell shall not be liable for such rejection of the Merchant and shall bear no liability for any loss or damage that may result from such rejection.

14) Canceling under the consumer regulation laws

All relations concerning the withdrawal and refund shall be stipulated in the contracts that are concluded between the User and the Merchant. Please note that in certain cases the Merchant may reject your refund of a product. Picksell shall not be liable for such rejection of the Merchant and shall bear no liability for any loss or damage that may result from such rejection.

15) Picksell Platform

This section sets out the rules that apply to your use of the Platform(whether or not you use it to order the products or just to browse). By using the Platform, you agree to these rules. If you do not agree to these rules, you are not permitted to use the Platform and you should stop using it immediately.

Access to the Platform

The Platform is made available free of charge in the “APPSTORE” and other platforms and you are responsible for making all arrangements necessary for you to have access to the Platform.

You must not reproduce, copy and/or exploit the Platform for any commercial purposes without our prior written consent.

We reserve the right to withdraw or amend the Platform without notice and, from time to time, we may restrict access to all or parts of the Platform. We will not be liable to you if, for any reason, the Platform is unavailable at any time or for any period.

When you visit the Platform and/or submit an Order, you are communicating with us electronically and you agree that all agreements, notices, disclosures and other communications that we send to you electronically (whether on our behalf or on behalf of the Merchants) satisfy any legal requirement that same communications be in writing.

User’s conduct

You must not use the Platform in any way that causes, or is likely to cause, the Platform or access to it to be interrupted, damaged or impaired in any way.

You must not to use the Platform for any of the following:

In any way that breaches any applicable local, national or international law or regulation. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect. To send, use or reuse any material that are: (i) illegal, offensive, abusive, indecent, defamatory, obscene or menacing, and/or (ii) in breach of copyright, trademark, confidence, privacy or any other right, and/or (iii) otherwise injurious to third parties, and/or (iv) objectionable, and/or (v) which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam". To cause harm, annoyance, inconvenience or needless anxiety to any person.

We, in compliance with any enforceable law or public order, will report any breach to the relevant law enforcement authorities and disclose your identity to them. If you breach any of the Terms and Conditions and/or any Products and Services’ terms and conditions, you will indemnify us in full against all costs, expenses, liabilities, damages and losses (excluding any indirect, incidental or consequential loss), including any interest, fines and legal or other professional fees and expenses awarded against or incurred or paid by us and/or any member of our group as a result of or in connection with your breach.

Picksell’s liability in relation to the Platform

We may update or change the Platform or its contents at any time but we are under no obligation to do so. Please note that this means any of the content on the Platform may be out-of-date at any given time. We make no representations, warranties or guarantees, whether express or implied, that the Platform, or any content on it, is accurate, complete, up-to-date or will be free from errors or omissions. To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Platform, or any content on it, whether express or implied.

We will not be liable to you or any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with: (i) use of, or inability to use, the Platform; or (ii) use of or reliance on any content displayed on the Website.

Please note that we only provide the Platform for private use and, as such, we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16) Privacy Policy

We only use your personal information in accordance with our Privacy Policy (<https://picksell.eu/privacy>). Please take the time to read this carefully, as it includes important information about how we collect and use your data. By using the Platform, you consent to the use of your data as described in our Privacy Policy and you warrant that all data provided by you is accurate.

17) Intellectual property, software and content

We are the owner or the licensee of intellectual property rights on the Platform and some of its content (such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software including the presentation and compilation of the same) («Content»). However, we are not the owners of the rights to the UGC (User generated content) such as Products images and videos, shops covers and logos, products, trademarks and etc. The rights on the Platform and the Content are protected by international copyright laws as well as by any relevant national law concerning copyright, authors' rights and database right laws. All such rights are reserved.

18) Notices

All legal notices or demands to or upon Picksell shall be made in writing and sent to Picksell personally, by courier or certified mail to the following entity and address: Unit 111379, Second Floor, 6 Market Place, London, Fitzrovia, United Kingdom. The notices shall be effective when they are received by Picksell in any of the above-mentioned manner.

All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known

correspondence, fax or email address provided by the User to Picksell, or by posting such notice or demand on an area of the Sites that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when:

- a) Picksell is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or
- b) immediately upon Picksell posting such notice on an area of the Sites that is publicly accessible without charge.

You agree that all agreements, notices, demands, disclosures and other communications that Picksell sends to you electronically will satisfy any legal requirement that such communication should be in writing.

19) Miscellaneous

Severability - Each of the sections and paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining sections and paragraphs will remain in full force and effect.

Waiver - If you breach these Terms and Conditions and we take no action, or if we delay in taking the action, that does not mean that we have waived our rights and we will still be entitled to use our rights and remedies. If we do waive a breach by you, we will only do so in writing (signed by one of our Directors), and that will not mean that we will automatically waive any later breach by you.

Entire agreement - These Terms and Conditions constitute the entire agreement between you and us and they supersede any and all earlier agreements between you and us.

20) Governing Law and Jurisdiction

Anything related to your Order, use of the Websites or these Terms and Conditions are governed by the laws of the United Kingdom. The courts of UK shall have the exclusive jurisdiction over any dispute or claim relating to these Terms and Conditions.

21) Force Majeure

Under no circumstances shall Picksell be held liable for any delay or failure or disruption of the content or the Services accessed or delivered through the Sites or the creation or fulfilment of contracts resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, Orders of domestic or foreign courts or tribunals, or non-performance of third parties or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption

of work or operation ordered by any government agency) in the event of a national or regional spread of epidemic or pandemic.

22) Assignment and transfer of rights

Picksell is entitled to transfer or assign its rights and obligations under this agreement to any person either natural or legal, at any time without notice to the User. The User shall not transfer or assign any of its rights and / or obligations under these Terms and Conditions to any other person.