

# GENERAL TERMS & CONDITIONS OF USE

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The company *GLI Technology WLL* with Bahrain Commercial Registration Number 139352 and registered address at: P. O. Box 179, Manama, Kingdom of Bahrain (hereinafter '*Ajhizati.com*') operates a website (hereinafter 'the Platform') which enables consumers (hereinafter 'the Buyers') to be put in contact with sellers (hereinafter 'the Sellers') for the online purchase of goods relating to home appliances, HVAC equipment, office equipment, and accessory products (hereinafter 'the Products').

This Platform is accessible to all Buyers at the URL [www.ajhizati.com](http://www.ajhizati.com).

It should be noted that *Ajhizati.com* acts as an intermediary and is in no way a reseller of the Products offered by the Sellers on the Platform.

Products are shipped and delivered to the Buyers by the Sellers under their sole responsibility.

## 1. Acceptance and amendment of the General Terms and Conditions of use

The aim of the General Terms and Conditions of Use of the Platform (hereinafter the 'T&Cs' or 'General Terms and Conditions of Use') is to define the conditions for accessing and using the Platform and its Services.

The User must read these General Terms and Conditions before submitting an Order. These terms explain who *Ajhizati.com* is, how and when contracts may be terminated and the Buyer's rights. By using the Services, you signify your agreement to be bound by these T&Cs.

Any use of the Platform and the Services involves the prior express unreserved acceptance of the T&Cs by the User. The User is informed of and acknowledges when creating his or her Personal Account that by clicking on the 'Sign up' button preceded by the statement 'By clicking on Sign up, you agree to our terms of service (T&Cs)', he or she is bound by all of the provisions of the T&Cs. If the User does not agree to the T&Cs, the User may not use the Services on the Platform.

*Ajhizati.com* retains the right to terminate or suspend access to the Platform at any time, unilaterally and without prior notice, to any User failing to comply with these T&Cs.

The User is informed that the T&Cs of the Platform may be amended at any time unilaterally by *Ajhizati.com* primarily in order to comply with any developments of its Services or any legal, judicial, editorial and/or technical developments. *Ajhizati.com* shall use its best commercial endeavors to inform the User of the amendments made to the Services and/or to the T&Cs via e-mail or via a special notice displayed on the Platform.

The T&Cs that are applicable to every Order made on the Platform are those accessible online at the time the Order is confirmed by the User and attached to the Order confirmation e-mail received by the Buyer.

The User is reminded that it is the User's responsibility to consult the latest version of the T&Cs accessible on each page of the Platform before all new Orders.

## 2. Definitions

**Basket:** refers to the place where the User puts Products with a view to ordering them.

**General Terms and Conditions of Sale or Sale T&Cs:** refer to the terms and conditions of sale of the Products offered by the Seller. They are accessible in the Seller Factsheet and govern the Orders made by the Buyers with the Sellers.

**Ajhizati.com Application:** means the "*Ajhizati.com*" software application edited and provided by *GLI Technology WLL*, giving access to the Services, and which is available free of charge in the Google Play Store and the Apple App Store to be downloaded by the User on his Android and Apple iOS device.

**Order:** refers to any purchase of a Product by a Buyer from one or more Sellers via the Platform.

**Partner:** refers to any legal entity with which *Ajhizati.com* has concluded a partnership.

**Personal Account:** refers to the Buyer's personal area in which he or she can access his or her personal information, purchase history and the lists of the Products which he or she has set aside after having logged in.

**Price:** refers to the total price of the Product, including VAT/Tax, payable by the Buyer, but excluding the shipping costs defined on a flat-rate basis according to the shipping method.

**Product Factsheet:** refers to the descriptive factsheet for each Product sold on the Platform comprising photographs, text, illustrations, images, and/or videos submitted by each Seller to *Ajhizati.com* for the description of the Products that it sells.

**Seller Factsheet:** refers to the factsheet summarizing all of the information related to the Seller on which its General Terms and Conditions of Sale are primarily accessible to the Users on the Platform.

**Services:** refers to all the functionalities made available to Users by *Ajhizati.com* and available on the Platform.

**User:** refers to any person who uses the Platform or its Services.

**User Credentials:** refers to the e-mail address and password chosen by the User to identify him or her and allow the User to access the Services of *Ajhizati.com*.

## 3. Terms & Conditions of Access to the Platform

### 3.1 General information

The Platform is accessible free of charge to any User at the address '[www.ajhizati.com](http://www.ajhizati.com)'. The User must have access to the internet.

The User is responsible for the software and equipment required for the Platform Services to work and be used, or access to the internet. The User is solely responsible for the proper functioning of his or her IT equipment and his or her access to the internet.

The purchase of Products from the Sellers is subject to payment in compliance with the 'Financial provisions' article of these T&Cs of the Platform.

Any User can access, consult or use all or parts of the Platform. Any User can also subscribe to the newsletter of *Ajhizati.com* when available.

To be able to buy Products on the Platform, the User must be a natural person, aged 18 years old and, more generally able to sign contracts.

### 3.2 Creation of a Personal Account

To be able to buy Products on the Platform, the User must create a Personal Account. The creation of a Personal Account enables the User to:

- Manage his or her personal information (postal address, e-mail address & password).
- Create his or her profile on the Platform.
- Run a simulation of an Order (calculation of the delivery charges and the total amount of the Order).
- Make an Order for Products on the Platform.
- Obtain the detail of his or her Order (price of the products / cost of delivery).
- Obtain information on the Orders to be paid by bank transfer.
- Contact the Sellers with which an Order has been made.
- Contact *Ajhizati.com's* customer services.
- Request an invoice.

The User can create a Personal Account:

- By clicking on the 'Sign up' tab in the 'Account' section.
- In the context of placing an Order.

To create his or her Personal Account, the User must provide (i) a valid e-mail address and (ii) a password that does not violate third-party rights. The User undertakes to keep his or her password confidential.

The User may request that his or her Personal Account be deleted at any time.

### 3.3 Refusal of access to the Platform

When the User creates his or her Personal Account, he or she undertakes with full responsibility, control and direction to enter data which enables his or her identification and undertakes to communicate complete, accurate and up-to-date information and to not usurp the identity of a third party, nor to disguise or change his or her age.

The User also undertakes to:

- Provide authentic, accurate and complete information with respect to his or her identity, address and other data required for access to the Platform, in a way as to not mislead *Ajhizati.com* or the Sellers or any third party.
- Update any change concerning this information.
- Not access a Personal Account belonging to another User.
- Take all the necessary measures to protect his or her User Credentials as well as his or her own data from any attacks.

*Ajhizati.com* reserves the right to suspend or refuse access, without notice or compensation, temporarily or definitively, to all or part of the Platform and/or to its Services and content in case of serious and/or repeated violation(s) by the User of the provisions of these T&Cs, in particular, and not limited to, in case of providing false, inaccurate, incomplete or outdated information, or in case of payment fraud, attempted fraud or any other criminal offence.

### **3.4 Availability of the Platform**

*Ajhizati.com* shall use its best commercial endeavors to ensure the availability of the Platform. *Ajhizati.com* does not guarantee that the Platform works in every operating environment and that it is available all the time with no disruptions or errors, nor that all of the errors can be corrected. The availability of the Platform is subject to a simple obligation of means.

As the Platform is constantly developing, it is subject to one-off changes and/or temporary or permanent disruptions without notice, in particular for maintenance reasons. *Ajhizati.com* shall not under any circumstances be liable in the case that the Platform is unavailable due to these changes.

In this context, *Ajhizati.com* reserves the right to interrupt, momentarily suspend or amend without notice access to all or part of the Platform in order to ensure maintenance or for any other reasons without the disruption conferring a right to any obligation or compensation.

## **4. Behavior of the User**

### **4.1 General behavior of the Users**

The User confirms and acknowledges that all information, data, text, messages or any other content that he or she publishes on the Platform (hereinafter 'Contribution') is under his or her full and sole responsibility.

The User undertakes to not publish Contributions contrary to current legislation and regulations.

In particular, the User is banned from:

- Distributing information contrary to public policy or morality;
- Hijacking the purpose of the Platform and/or Services for propaganda or proselytism, prospecting or solicitation;
- Publishing information of a commercial or advertising nature or constituting propaganda for tobacco, alcohol or any other regulated substance, product or service;
- Distributing Contributions contravening the rights of a third party or of a defamatory, injurious, obscene, pornographic or offensive nature or inciting discrimination or political, racist, xenophobic, sexist or homophobic violence;
- Publishing information contravening the legislation on the protection of personal data enabling the identification of natural persons without their consent, in particular their surname, postal address and/or e-mail address, telephone number, photograph, sound or audio-visual recording, or collecting and storing personal data relating to other Users;
- Fraudulently accessing the Platform and Services, as indicated in the General Terms and Conditions of Use of the Platform;
- Transmitting any message containing computer viruses or any other code, file or program designed primarily to disrupt, destroy or restrict the functionality of any software, computer or telecommunication device;
- Harassing another or several other Users in any way;
- Providing information linking to other sites (whether by creating hypertext links or by simply providing information), the content of which would be likely to contravene any current law

or regulation, and in particular would be likely to violate the rights of people and property and/or intellectual property rights.

The User is banned from making threatening, insulting, defamatory or disrespectful comments towards *Ajhizati.com* and/or its employees and/or the Sellers.

The User is also banned from violating third-party intellectual property rights. The User undertakes to respect the current legislation and regulations and to only use content for which he or she holds the rights, or for which the holder of the rights has given his or her express consent to its distribution, or which is free from any rights.

The User undertakes to indemnify *Ajhizati.com* from any claim, loss or damage directly or indirectly arising from the User failing to comply with this obligation.

## 4.2 Fraudulent behavior

Any User who acts fraudulently contrary to these General Terms and Conditions of Use risks civil and criminal proceedings which infringe in particular copyright, ancillary rights, rights of producers of databases and automated data processing systems.

Proceedings may be brought by *Ajhizati.com* against the User who would not comply with these provisions.

## 5. Order Process

The Order process on the Platform follows the following steps:

- 1) To order a Product, the User must select the desired Product and click on the 'Add to basket' tab. This is the offer to purchase the Product. The User can add other Products by clicking on the 'Continue shopping' or finalize his or her Order by clicking on the 'Confirm basket' tab. At this stage, the User has a summary of his or her basket. He or she can then edit or update his or her Basket.
- 2) To continue his or her Order, the User must click on the 'Confirm basket' button.
- 3) If he or she has a Personal Account, the User must then enter his or her e-mail address and password to log in to his or her Personal Account. If he or she does not have a Personal Account, the User must create a Personal Account as described in Article 3.2 of this T&Cs.
- 4) The User must then enter his or her information relating to the delivery: surname, forename, delivery address and telephone number.
- 5) The User must then select a delivery method and validate it by clicking on the 'Confirm delivery' tab. At this stage, the User can check and edit his or her Order again.
- 6) To finalize his or her Order, the User must then select his or her payment method and proceed to pay for his or her Order by clicking on the 'Order and pay' tab.
- 7) By clicking on the 'Order and pay' tab, the User expressly and unreservedly accepts these T&Cs of the Platform and the General Terms and Conditions of Sale of the Seller who is selling the purchased Product. The General Terms and Conditions of Sale of the Sellers are available on each Seller Factsheet.
- 8) When the payment of his or her Order is validated, the Buyer will receive an Order confirmation e-mail. This is the acceptance of the offer made by the Buyer.
- 9) When the Seller ships the Order, the Buyer receives a confirmation e-mail that the Product has been shipped. If the Buyer has bought Products from different Sellers, he or she will receive a shipping confirmation e-mail from each Seller.

The sales contract is concluded between the Buyer and the Seller at the time the Seller sends the Order confirmation e-mail.

## 6. Financial Terms

### 6.1 Sale price and terms of payment

The sale prices of the Products on the Platform are indicated in the local currency, including all VAT/Taxes, but do not include delivery charges which, if not free, will be indicated to the User during the purchase process before finally placing his or her Order.

The Buyer acknowledges that the Seller in its entire discretion determines the Prices of the Products advertised on the Platform. In addition, in the event of price reductions, the Seller solely determines the relevant reference price, the reduction in Price and the published reduced Price. The User acknowledges and agrees that *Ajhizati.com* does not have any control whatsoever on the reference price determined by the Seller.

The Buyer proceeds to payment for his or her Orders directly from *Ajhizati.com*, according to the payment terms available on the Platform.

The payment of the Orders placed via the Platform is made to *Ajhizati.com* or to payment service providers which collect the funds on behalf of the Seller.

Any Order coming from a Buyer who has not fully or partially paid a previous Order or with which a payment dispute is in progress may be refused.

### 6.2 Billing

For each Product sale, the Buyer may access his or her invoice which will be either:

- Included in the delivery package, or
- Accessible on his or her Personal Account in the event of a specific request to the Seller via 'Order history' or,
- Sent by e-mail to the Buyer when the Order is confirmed.

In the event of delivery outside the country of order, the Order will then be subject to customs duties and possible taxes, for which *Ajhizati.com* will be neither responsible nor in charge of the terms and conditions.

### 6.3 Terms of refunding the Buyer

*Ajhizati.com* uses the same payment method as the one that the Buyer used when placing his or her Order to refund the Buyer, irrespective of the reason for refunding the Order.

## 7. Right of Withdrawal

The Buyer has a period of seven (7) calendar days to exercise his or her right of withdrawal and receive a refund without having to justify reasons or pay penalties, with the exception of the costs of returning the Product for which he or she is liable.

The conditions for exercising this right of withdrawal are detailed in the T&Cs of each Seller and in the Return & Exchange Policy published on the Platform.

Each refund will be made via the intermediary of *Ajhizati.com* in agreement with the Seller.

## 8. Rating of the Sellers and Products

*Ajhizati.com* has implemented a rating system on the Platform enabling the Buyer to leave an opinion on the purchased Product and on his or her buying experience on the Platform.

This rating system is described in the 'Consumer information' section.

## 9. Intellectual Property

### 9.1 Content of the Platform

Any use, reproduction, copy, distribution of one or more elements of the Platform for anything other than private use is banned.

All of the content and Services of the Platform, including to an unlimited extent, the domain name, text, artwork, graphics, photographs, illustrations, sounds, images, audio and video, but also the structure, site map, design and organization of its sections, their headings, existing or upcoming, is protected by intellectual property and/or commercial rights, held, claimed, or licensed by *Ajhizati.com*, with the authorization of the holders of these rights, and if necessary, of the Sellers and/or its Partners.

*Ajhizati.com* grants all Users a non-exclusive, personal and non-transferable right to use the Platform and the Services for their personal use. This right is granted for the length of time the Platform is used. This granting of rights does not constitute the transfer of any intellectual property and/or commercial right to the User.

Consequently, all Users are banned from reproducing in any format, directly or indirectly, the elements referred to in the previous paragraphs, as well as altering brands, patents, names, abbreviations, logos, colors, graphics or other trademarks featuring on the elements provided by *Ajhizati.com* and more generally use or exploit these elements.

### 9.2 Databases

*Ajhizati.com* is the producer and owner of all or part of the databases, their structure and their content comprising the Platform subject to the respective rights held by the Sellers and/or its Partners.

By accessing the Platform, the User acknowledges that the data comprising it is legally protected, and, that he or she is banned from extracting, reusing, storing, reproducing, representing or preserving, directly or indirectly, in any medium, by any method and in any format, all or partially qualitatively or quantitatively substantial, of the content of the databases featuring on the Platform to which he or she has access, as well as repeatedly and systematically extracting or reusing qualitatively and quantitatively non-substantial parts if these operations manifestly exceed the conditions of normal use.

### 9.3 Trademarks

*Ajhizati.com* primarily holds the copyrights to the term 'Ajhizati.com' and the associated logo(s). Any use of the trademark 'Ajhizati.com' and any other trademarks, figurative or not, belonging to *Ajhizati.com* or to third parties without prior express consent exposes the User to criminal and/or civil proceedings.

## 9.4 Content of the Product Factsheets

The content of the Product Factsheets, primarily including all photographs, text, illustrations, images and/or videos describing the Products sold on the Platform, are put online by the Sellers at their sole responsibility.

Consequently, the User shall not hold *Ajhizati.com* liable in the case where the content of the Product Factsheets provided by the Sellers infringe the rights of third parties.

In the event of proven infringement of the rights of a third party with respect to the publication of all or part of a Product Factsheet on the Platform, *Ajhizati.com* undertakes to endeavor to promptly take measure to stop this infringement as soon as it is aware of it and withdraw the litigious content from the Platform.

## 10. Role and Liability of *Ajhizati.com*

*Ajhizati.com*, in its capacity as operator of the Platform, acts as an intermediary for connecting Sellers, Users and Buyers on the Platform.

In its capacity as host, *Ajhizati.com* shall not be liable as a result of activities or information stored on the Platform if it has no knowledge of their illicit nature or any facts or circumstances making this character come to light or if, from when it became aware of it, it has acted promptly to withdraw this data or to render access to it impossible.

Consequently, *Ajhizati.com* is not liable with respect to:

- The Product Factsheets and Seller Factsheets, and more broadly all content and/or information provided by the Sellers on both the features of the Products and their condition or their price, the Sellers being solely liable for the proper performance of their legal precontractual information obligations with the Buyers, as well as the accuracy and completeness of the information and content that it provides and whether it is up-to-date, except for when it is established that *Ajhizati.com* is at fault;
- The opinions posted by Buyers following their Orders;
- Advice given via the Platform by the Sellers.

Furthermore, *Ajhizati.com* is not subject to a general obligation to monitor the information transmitted by the Sellers and stored on the Platform on their account.

Furthermore:

- The Products are sold by the Sellers on the Platform at their sole liability;
- *Ajhizati.com* is not party to the sales contract concluded between the Buyers and Sellers when Orders are placed nor is it the Seller's agent.

Consequently, *Ajhizati.com* would not be held liable for any disputes linked to Orders placed via the Platform, except if it is established to be at fault.

*Ajhizati.com* shall not be liable:

- In case of deletion, no storage capacity, incorrect or inopportune transmission of information or data appearing on the Platform or resulting from the Services;
- In case of damages incurred by the User linked to the performance or non-performance of the Services of the Platform

- In case of damage likely to result from downloading or using the information or data available on the internet via the Services of the Platform, such as damage caused on IT systems, data losses.

## 11. Personal Data

When navigating the Platform and using the Services which are offered there, personal data concerning Users is collected and processed by *Ajhizati.com*.

For more information on the processing of personal data carried out in this context, you can consult our Privacy & Data Protection Policy, accessible on the Platform.

## 12. General Provisions

To be admissible, all notifications by a User should be detailed, indicate clearly the reasons for dissatisfaction and be sent to *Ajhizati.com* by letter, e-mail or via his or her Personal Account.

The parties are not liable for any delay or non-performance if these are linked to an event outside either party's control, as defined by the provisions or, more generally, by established case-law,

In the event that a provision of the General Terms and Conditions of Use becomes invalid, unenforceable, obsolete, illegal or inapplicable due to a law, a regulation or following a court ruling, this shall not affect the validity, legality or applicability of the other provisions of the T&Cs and shall not absolve the User from performing his or her valid contractual obligations.

No failure or delay by a party to exercise any right or remedy provided under the General Terms and Conditions of Use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.