



## **TERMS AND CONDITIONS**

This website is owned and operated by SIZY Administrator. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors [description of what is offered on your website]. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

We urge you to read the Conditions, our Cookies Policy and our Privacy Policy (hereinafter, jointly, the “Data Protection Policies”) carefully before using this website. When using this website or placing an order on it, you are bound by these Conditions and our Data Protection Policies. If you don’t agree with the Conditions and with the Data Protection Policies, do not use this website.

These Conditions may be modified. It is your responsibility to read them periodically, as the Conditions at the time of using the website or concluding of the relevant Contract (as defined further on) shall be those that apply. If you have any query regarding the Conditions or the Data Protection Policies, you may contact us by using the contact form. The Contract (as defined below) may be executed, at your choice, in any of the languages in which the Conditions are available on this website.

The information or personal details that you provide us shall be processed in accordance with the Data Protection Policies. When you use this website, you agree to the processing of the information and details and you state that all information and details provided are true and correspond to reality.

### **USE OF OUR WEBSITE**

Use this website to make enquiries and legally valid orders only. Not to make any false or fraudulent orders. If an order of this type may reasonably be considered to have been placed, we shall be authorized to cancel it and inform the competent authorities. Provide us with your email address, postal address and/or other contact details truthfully and exactly. You also agree that we may use this information to contact you in the context of your order if necessary (see our Privacy Policy).

If you do not provide us with all the information we need, you cannot place your order.

When you place an order on this website, you state that you are over the age of 18 and are legally eligible to enter into binding contracts.

### **SERVICE AVAILABILITY**

Delivery service for the offered on this website is available in Qatar only.

## **FORMALISING THE CONTRACT**

To place an order, you must follow the online purchasing procedure and click on "Authorize Payment". After doing so, you will receive an email confirming receipt of your order (the "Order Confirmation"). You will be informed via email that the order is being sent (the "Shipping Confirmation"). These Conditions and the Contract constitute a written agreement between us. An electronic receipt with the details of your order will also be attached to the Shipping Confirmation (the "electronic receipt").

## **TECHNICAL MEANS TO CORRECT ERRORS IN YOUR PERSONAL INFORMATION**

In case you detect that an error occurred when entering your personal data during your registration as a user of this website, you can modify them in the "My Account" section.

## **AVAILABILITY OF PRODUCTS**

All product orders are subject to availability. Along this line, if there are difficulties regarding the supply of products or there are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher quality and value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

## **REFUSAL TO PROCESS AN ORDER**

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from the same. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation. We reserve the right to do so at any time.

We shall not be liable to you or to any third party for removing any product from this website, or for removing or modifying any material or content from the website or not processing an order once we have sent the Order Confirmation.

## **DELIVERY SERVICE**

we will endeavor to send the order consisting of the product(s) listed in each Shipping Confirmation prior to the date indicated in the Shipping Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 days from the date of the Order Confirmation.

Nonetheless, there may be delays for reasons such as the occurrence of unforeseen circumstances or the delivery zone.

If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date.

For the purpose of these Conditions, the "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the delivery address indicated by you.

#### **INABILITY TO DELIVER**

If it is impossible for us to deliver your order, we will attempt to find a safe place to leave it. If we cannot find a safe place, your order will be returned to our warehouse. We will also leave a note explaining where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organize delivery on another day. If after 15 days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Contract and it will be terminated. As a result of the termination of the Contract, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 days of the date on which this Contract has been terminated. Please keep in mind that transport derived from the termination of the Contract may have an additional cost which we will be entitled to pass on to you.

#### **OWNERSHIP OF THE PRODUCTS**

The products shall be under your responsibility from the moment of delivery to you.

You will take ownership of the products when we receive full payment of all amounts due, including delivery charges, or at the moment of delivery.

#### **PRICE AND PAYMENT**

Items purchased on [www.sizy.qa](http://www.sizy.qa) might be subject to VAT or any other applicable taxes in Qatar.

The price of the products will be as stipulated at all times on our website, except in the case of an obvious error. Although we make every effort to ensure that the prices featured on the website are correct, error may occur. If we discover an error in the price of any of the products that you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price or cancelling it. If we are unable to contact you, the order will be considered cancelled and all amounts paid will be reimbursed to you in full.

Prices may change at any time. However, except as stipulated above, the changes shall not affect the orders for which we have sent an Order Confirmation.

Once you have selected all articles that you wish to buy, they will be added to your basket. The next step will be to process the order and make the payment. To that end, you must follow the steps of the purchase process, indicating or verifying the information requested in each step. Furthermore, throughout the purchase process, before payment, you can modify the details of your order. You are

provided with a detailed description of the purchase process in the Shopping Guide. Also, if you are a registered user, a record of all the orders placed by you is available in "My Account" area. You may use, as payment method, the following cards: Visa, MasterCard and American Express. Furthermore, you can pay for your order to the courier in cash when they deliver your order.

To minimize the risk of non-authorized access, your credit card details will be encrypted. Once we receive your order, we request a pre-authorization on your card to ensure that there are sufficient funds to complete the transaction. The charge on your card will be made at the time your order leaves our warehouse.

When you click "Authorize Payment", you are confirming that the credit card is yours. Credit cards are subject to verification and authorization by the card issuing entity. If the entity does not authorize the payment, we shall not be liable for any delay or failure to deliver and we will be unable to conclude any Contract with you.

### **VIRUSES, PIRACY AND OTHER COMPUTER ATTACKS**

You must not make undue use of this website by intentionally introducing viruses, Trojans, worms, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorized access to this website, the server on which the site is hosted or any server, computer or database related to our website. You undertake not to attack this website through any attack of denial of service or an attack of distributed denial of service. Failure to comply with this Clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this Clause, authorization to use this website shall be suspended immediately. We shall not be held liable for any damage or harm resulting from a denial of service attack, virus or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data or materials as a result of using this website or downloading content from the same or those to which this site redirects you.

### **LINKS FROM OUR WEBSITE**

If our website contains links to other websites and third-party materials, said links are provided for information purposes only and we have no control whatever over the content of those websites or materials. Accordingly, we shall not accept any liability for any damage or harm deriving from their use.

### **WRITTEN COMMUNICATION**

The applicable regulations require that some of the information or notifications that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by email or we will provide you information by posting alerts on this website. For contractual purposes, you agree to use this electronic means of communication and accept that all contracts, notifications, information and other communication that we send you electronically complies with the legal requirements of providing it in writing.

### **OUR RIGHT TO MODIFY THESE CONDITIONS**

We have the right to review and modify these Conditions at any time. You are subject to the policies and Conditions in effect at the moment in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Conditions or Privacy Policy. In this case the possible changes will also affect orders made previously by you.

### **APPLICABLE LEGISLATION AND JURISDICTION**

The use of our website and the product purchase contracts through said website shall be governed by the laws of Qatar applicable there to. Any controversy that arises or is related to the use of the website or said contracts shall be subject to the non-exclusive jurisdiction of the Doha courts. If you are entering into the contract as a consumer, nothing in this Clause shall affect the statutory rights you have, as recognized in any applicable legislation in this area.

Prepared by: Sizy IT Admin