

## Terms & Conditions

This Website (as defined below) is owned and operated by Sophia Trading Limited, a limited liability company incorporated and registered in the Republic of Cyprus, with registration number HE 34281.

Please be sure to read, and make sure you understand, the Terms and Conditions prior to using this Website and placing an Order with Sophia Trading Limited. By using our Website, you agree to be bound by the Terms and Conditions.

### Definitions

The following definitions shall apply to these Terms & Conditions:

<b>Account</b>	means your personal customer account set up by you on the Website.
<b>Content</b>	Means the text, graphics, photographs, logos, trademarks, artwork, sounds, music, user interfaces, visual interfaces and computer code.
<b>Cyprus</b>	means, for the purposes of these Terms and Condition the territory of the island of Cyprus controlled by the Government of the Republic of Cyprus.
<b>EU</b>	means the European Union member states, which for the time being includes the United Kingdom.
<b>Non EU</b>	means any third country - not an EU Member State.
<b>Order</b>	means an online transaction made by you via the Website for one or more Products, to which these Terms and Conditions apply.
<b>Personal Information</b>	means the details you provide to us when you use the Website, such as your name, e-mail address, billing address, delivery address, telephone number, Product selections, credit card or other payment information and a password. In relation to the data collected when using our website such as the IP address and the mode of access please visit our Privacy Policy at <a href="https://www.yourboxcy.com/wp-content/uploads/2020/07/Sophia-Trading-Limited-Website-privacy-policy.pdf">https://www.yourboxcy.com/wp-content/uploads/2020/07/Sophia-Trading-Limited-Website-privacy-policy.pdf</a>
<b>Product</b>	means a product displayed for sale on the Website.
<b>Product Description</b>	means the section displayed on the Website where certain terms and conditions in respect of the individual Product are provided which shall include, but not be limited to, all details, prices (price of the Product and delivery charges), photographic representations and descriptions of a Product. It shall also include, where appropriate, specific delivery dates and times and warranties about that Product.
<b>Terms and Conditions</b>	means these terms and conditions.

**VAT** means the Value Added Tax applicable from time to time in Cyprus.

**We or us** means Sophia Trading Limited. Please note, that when arranging delivery of your Order, we may instruct a third party courier or postal carrier to deliver it to you. However, we will ultimately be responsible for managing the delivery of your Order, so for the purposes of these Terms and Conditions, all references to "we" or "us", or "Sophia Trading Limited", will be taken to include such third parties.

**Website** means the Sophia Trading Limited's online store and includes the website located at [www.yourboxcy.com](http://www.yourboxcy.com) or any subsequent URL which may replace it.

**Users** means the users of the Website collectively.

**You or User** means you as a user of the Website.

## 1. Using the Website

1. The Website provided solely for your personal use. To place an Order on the Website you must be at least eighteen (18) years old or have otherwise legal capacity to enter a legally binding contractual relationship. You may not use the Website for any commercial purpose. We reserve the right to make changes to any part of these Terms and Conditions from time to time, so please ensure you check the latest version.
2. The Content belongs to Sophia Trading Limited (or is licensed to us by our principals, associates, suppliers etc.). The Content is protected by copyright, trademark and other intellectual property rights and you are not permitted to copy, reproduce, republish, upload, post, publicly display, translate, transmit or distribute this Content in any way without our prior written permission.
3. You agree that any information you submit to the Website including Personal Information shall be accurate. You agree that anything you submit on the Website shall not infringe any right of any third party. You are and shall remain solely responsible for the content of any submissions you make on the Website and we reserve the right to remove any material you have placed on the Website or to deny you access to the Website at any time in our sole discretion.
4. While we endeavor to verify the accuracy of any information we place on the Website, we make no warranties (whether express or implied) in relation to its accuracy. The Website are provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website, including but not limited to, implied warranties of non-infringement, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

5. We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, and reliability of the Website.
6. The Website may contain links to other websites or applications, which are not operated or owned by us. When you click on any of these you will leave the Website and we have no control over, and will do not have any responsibility or liability in respect of, the material on any website or application which is not under our control.

## **2. Account, Personal Information and Security**

2.1. By placing an Order you agree and understand that we may collect, use, store and process your Personal Information in accordance with our Privacy Policy, which is incorporated into and form part of these Terms and Conditions.

2.2. When you register for an Account, you agree that:

- a) The Personal Information which you are required to provide when you register as a customer is accurate; and
- b) If any of your information changes (for example you change address) please let us know by updating your Account online or contacting our Customer Services team via email [info@yourboxcy.com](mailto:info@yourboxcy.com) or by calling (+357) 25-745858.

2.3. You shall not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

2.4. You are responsible for keeping your Account and Personal Information confidential. Please notify us immediately of any unauthorised use of your Account or Personal Information and, any breach of security or misuse, or suspected breach of security or misuse of such. Please ensure that you sign out from your Account at the end of each session if you use a shared computer. We will not be liable for any loss or damage arising from your failure to comply with this clause.

## **3. Our Products**

3.1. We take reasonable care to ensure that all Product Descriptions are correct. We have made every effort to display as accurately as possible the appearances, colours, textures or finishes of the Products. Please refer to our Returns Policy if you are unhappy with your Order.

3.2. Products are always subject to availability. We do our best to remove any Products which have sold out at the earliest opportunity. As there is a delay between the time when your Order is placed, and the time when the Order is received and accepted, the stock position relating to a particular Product may change. If a Product you have ordered becomes out of stock before we accept your Order, then we shall not be liable to you for being unable to provide that Product. If such a situation arises, then we shall notify you as soon as possible and you will not be charged for the out of stock Product.

#### **4. Pricing**

4.1. We endeavour to ensure that all Products on the Website are available at the same price in all our stores. However, from time to time we may offer additional discounts for purchases made via the Website that do not apply in-store, or vice versa.

4.2. Any discount, offer or promotional discount offered on the Website is valid only for use as part of a purchase made via the Website, unless otherwise stated and subject to availability.

4.3. Product prices shown on the Website are in Euro and are inclusive of VAT (where applicable). Product prices shown on the Website may change from time to time. Please also be aware that the price of a Product may change at checkout if it is subject to any taxes, duties, fees, levies or delivery charges applied.

4.4. Although we try to ensure all our Products' prices displayed in the Product Description are accurate, errors may sometimes occur. If we discover an error in the price of a Product you have ordered, we will be unable to accept your Order and shall contact you as soon as possible in order to give the option of either reconfirming your Order at the correct price or cancelling it. If we are unable to contact you, we will treat your Order in respect of the incorrectly priced Product as cancelled.

#### **5. Order Process**

5.1. We shall take all reasonable care, in so far as possible, to keep the details of your Order and payment secure, but in the absence of negligence on our part, we will not be liable for any loss you may suffer if a third party procures unauthorised access to any Personal Information you provide when accessing or placing an Order on the Website. For more information on how we use and protect your Personal Information, please refer to our Privacy Policy (<https://www.yourboxcy.com/wp-content/uploads/2020/07/Sophia-Trading-Limited-Website-privacy-policy.pdf>).

5.2. The technical steps to place your Order and create a contract of sale between you and Sophia Trading Ltd are, as follows:

- (a) You place an Order on the Website by pressing the “Place Order” button at the end of the checkout process. You will be guided through the process of placing an Order by a series of simple instructions on the Website.
- (b) We will send you an email confirming your Order which will detail the Product(s) (including their Product Descriptions) that you have ordered. This email does not constitute an acceptance of your Order by us.
- (c) As your Order is shipped by us we will send you a dispatch confirmation email. Please note, that we may also send you a text message to notify you that your Order has been dispatched. Upon receiving this email, your Order will be deemed to have been accepted by us unless we have notified you that we do not accept your Order, or you have cancelled it.
- (d) We may refuse to accept your Order for any reason whatsoever. Subject to us having accepted your Order, we will then arrange for delivery of it to you at your nominated address on the date and time nominated by you (as far as applicable).

5.3. Your Order is subject to the laws of the Republic of Cyprus. Your Order will be complete and the Product(s) in your Order will then be owned by you (and so risk of loss or damage to such) will pass to you in the date on which we receive payment in full for the Product(s).

5.4. We shall be entitled to supply Products ordered as part of one Order separately. This may mean that Products are dispatched or available for collection separately. There may be certain circumstances where we can supply only part of an Order.

5.5. Non-acceptance of your Order (or parts of your Order) may be due to any one or more of the following non-exhaustive reasons:

- (a) A Product you ordered is out of stock;
- (b) We are unable to obtain authorisation for your payment;
- (c) We have identified an error with a Product Description;
- (d) You are not eligible to order a Product;
- (e) There is a system or procurement failure;
- (f) You fail our customer validation checks; or
- (g) There are restrictions (legal or otherwise) or practices in relation to a Product which prevent us from being able to sell or deliver it to you.

## **6. Payment and payment methods on the Website**

6.1. You can currently pay in Euro or such other currency as we may accept from time to time.

6.2. We accept payment for Orders by MasterCard, Visa, Visa Electron, and American Express.

6.3. The payment terminal and service is offered to us by a third party company, namely JCC. We are not responsible for any loss or damage arising out of the use of such terminal.

6.4. If you choose to pay for your Order using a payment card with a currency denominated account that is different from the currency you are paying in, your payment card will be charged in the payment currency at the foreign exchange rate applied by your relevant payment card provider or bank at the time of processing your Order. Your international payment card provider or bank will determine the foreign exchange rate and may add an additional processing or administration charge which you will be liable to pay.

6.5. By placing your Order and making an offer to buy a Product, you authorise us to receive and transmit information (including any updated information) or to obtain information about you from third parties from time to time and this may include verification checks involving your debit or credit card number or credit reports in order to authenticate your identity; to validate your credit card; to obtain an initial credit card authorisation; to protect you and us from fraud; and to enable us to arrange delivery of your Order to your nominated delivery address.

## **7. Delivery**

7.1. You must provide us with complete and accurate delivery address information. For the avoidance of doubt, this includes not only the address that your Order is going to, but also the name of its recipient. We will not be liable for the delivery of your Order as a result of you supplying us with incomplete or inaccurate information. Parcels may require a signature on delivery. Please note that delivery of your Order may take longer during sale or other busy periods, but you will be notified if this is the case.

7.2. We will make every effort to deliver your Order within the estimated timeframe. However delays are occasionally inevitable due to unforeseen factors or events outside our control, for example, material shortages, travel or transportation disruption, import delays or higher than anticipated demand. Sophia Trading Ltd shall not be liable for any delay or failure by us to deliver your Order within the estimated timeframes as a result of such delays.

## **8. Returns Policy**

8.1. Products must be returned in a saleable condition within fourteen (14) days of receiving your Order. Products must be unused and in their original packaging with tags and any other security devices or seals still attached and intact when they are returned to us. We reserve the right to consider the condition of any Product that you wish to return and make any deductions if there are indications that the Product, its tags, security devices or seals have been used, removed, broken or tampered with.

8.2. Your right to cancel or return a Product does not apply to certain types of Products. The following list provides a non-exhaustive list of the types of Products you cannot cancel or return:

- (a) Products which are bespoke,
- (b) Products which have been made to measure,
- (c) Products which altered, or personalised to your specification;
- (d) Underwear;
- (e) Earrings;

8.3. You can return your product for a size exchange or a credit voucher can be issued and can be used within 30 days online or in store.

### **How to return an item**

Please send all your returns to 210 Makarios Avenue, 3030, Limassol, Cyprus

### **In-store returns**

8.4. You can also return your Order to any of the following stores: Guess Accessories Makarios Avenue Limassol, Guess Jeans My Mall, Guess Accessories My Mall, Guess Jeans Kings Avenue Mall, Calvin Klein Makarios Avenue and Calvin Klein MyMall. Please ensure that you bring the delivery note that you got with your Order and your payment card (if you paid by card) when returning an Order to one of our stores. Please note we will not reimburse any costs incurred by you in returning your Order to one of our stores.

Any return cost will be on the customer's expense

## **9. Liability and Indemnity**

9.1. If the fulfilment of an Order (or any aspect of it) would be illegal or unlawful, or you fail any of our fraud detection or anti money laundering detection checks, we have the right to stop or cease to fulfil the Order (or part thereof) at any time and shall incur no liability in such circumstances.

9.2. You have certain rights as a customer, including legal rights relating to faulty or misdescribed goods. Nothing in these Terms and Conditions will affect these legal rights and, in particular, we will perform our obligations under these Terms and Conditions with reasonable care and skill.

9.3. Any Orders delivered to you will be of satisfactory quality. However, if we deliver an Order that is not of satisfactory quality, you can:

- (a) contact us for a credit note; or

(b) contact us for a repair or replacement.

9.4. We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms and Conditions for any direct, special, incidental, indirect or consequential damages including loss of profit, loss of opportunity or any losses related to any business including (without limitation) lost data, earnings or business interruption that result from the use of, or the inability to use, the material or Content on the Website, a Product, or the conduct of other Users of the Website, even if we have been advised of the possibility of such damages.

9.5. You agree to fully indemnify, defend and hold harmless us, our agents, officers, directors, employees, principals and suppliers, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms and Conditions by you or any other liabilities arising out of your use of the Website, or the use by any other person accessing the Website using your Personal Information.

## 10. General

10.1. We may change these Terms and Conditions at any time. If any clause of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that clause shall be deemed severable from the Terms and Conditions and shall not affect the validity and enforceability of the remainder of these Terms and Conditions which shall continue to have full force and effect.

10.2. We will not be responsible to you for any delay or failure to comply with our obligations under these Terms and Conditions if the delay or failure arises from any cause beyond our reasonable control.

10.3. If you breach these Terms and Conditions and we take no action we will still be entitled to use our rights and remedies in other situations where you are in breach. No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any clause of these Terms and Conditions.

10.4. The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website. These Terms and Conditions are governed by the law of the Republic of Cyprus and are subject to the exclusive jurisdiction of the courts of the Republic of Cyprus.

10.5. Alternative Dispute Resolution. Information about the Republic of Cyprus' online dispute resolution may be found at the website of the Consume Protection Services of the Republic at : <http://www.consumer.gov.cy/>. Directive 2013/11/EU on Alternative Dispute Resolution (ADR) has been transposed into the Alternative Dispute Resolution Law of 2017 (85 (I)/2017) and provides information about the use a third party consumer dispute resolution



service which may be of interest if there is a dispute we cannot resolve between us. For more information please contact Customer Service via email at [info@yourboxcy.com](mailto:info@yourboxcy.com).

10.6. Applicable laws require that some of the information or communications we send to you should be in writing. When using the Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

10.7. These Terms and Conditions govern our relationship with you and supersede any and all preceding agreements between you and Sophia Trading Limited. Any waiver of any provision of the Terms and Conditions will only be effective if in writing and signed by a Director of Sophia Trading Limited. You confirm that, in agreeing to accept the Terms and Conditions, you have not relied on any representation save insofar as the same has expressly been made a clause of these Terms and Conditions and you agree that you shall have no remedy in respect of any representation.

#### **11. Comments and Complaints Procedure**

Please contact us if you have any comments or complaints by contacting our Customer Services team via email at [info@yourboxcy.com](mailto:info@yourboxcy.com) or by calling (+357) 25-745858. We will always endeavour to resolve any dispute as swiftly as possible.

#### **12. Our details**

Sophia Trading Limited is a limited liability company incorporated and registered in the Republic of Cyprus with company number HE 34281. Its registered office is 43C Anexartisias Street, Limassol, Cyprus.