

MO Term & Conditions

- I. The service and content of MO_ ("Website") is supported by MaskOn Limited (collectively "we", "us", the "Company", "MaskOn") and we own and operate the site. Our site facilitates a convenient way to shop online, round-the-clock over the Internet, by using our applications or software ("services").
- II. By using our site, you agree to be bound by the following terms and conditions. Please read them carefully.
- III. We reserve the right to make changes to these terms and conditions from time to time without providing any prior notification. The amended terms and conditions are effective from the date they are published on our site. Your continued access and use of our site and our services shall represent your unconditional acceptance of the latest version of the terms and conditions.

The meaning of some of the words used in these terms and conditions:

- "We", "us" or "our" is a reference to (name of person or company providing the services).
- "You" or "your" is a reference to the person to whom we are providing the services or delivering merchandise and who is required to pay for the merchandise we delivered.
- "Content" means all text, graphics, logos, icons, photographs, images, moving visual representational images or a combination of sounds and such images, audio, computer programs, and other material featured, displayed or used in or in relation to our site.
- "Merchandise" means the goods or services you ordered through our site, which you will pay for.
- "Intellectual property rights" means any and all patents, trade mark, rights in domain names, rights in designs, copyright and database rights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in confidential information and all other intellectual property rights of a similar or corresponding character which may subsist now or in the future in any part of the world.
- "Services" has the meaning given in clause 1.1.
- "Supplier" means the seller and supplier of the merchandise you ordered through our site.
- "Site" means our (MO._'s) website located at <https://the-mo.shop/> and any associated sites linked to it.
- "User Content" has the meaning given in clause 11.1.

Registration

You are required to register with us when you use the services or place an order. By registering you are making a statement, upon which we are entitled to rely, that you are aged 18 years or above and capable of forming a legally binding contract.

You represent to us and to all suppliers of the merchandise through our site that all purchases made by you through our site will be within the scope of your authority to conclude contracts.

In consideration of your use of our services, you agree to:

- Provide true, accurate, current and complete information about yourself when filling out our registration form
- Maintain and promptly update your registration information to keep it true, accurate, current and complete. If we have reasonable grounds to suspect that any information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your registration.

Order

- I. We are responsible for managing and administering the site, arranging order processing and fulfillment for the merchandise you ordered from the suppliers through our site.
- II. When you place an order you are making an offer to buy from the supplier the merchandise you have specified at the price stated for those merchandise. You cannot cancel an order once it has been submitted, even if our acceptance or rejection of your order is still pending.
- III. We will acknowledge your order to confirm that we have received your order by email. The confirmation will provide: details of what you have ordered; details of the price charged; Information about the progress of your order, and estimated dispatch and delivery information. This communication will be our acceptance of your order on behalf of the supplier. You may track your order status online.
- IV. Our acceptance of your order will only cover the merchandise mentioned in it and may not cover all the merchandise you ordered. If this is the case, then the order you made for the remaining merchandise will only be accepted when we send a further acceptance of that part of your order.
- V. The availability of the merchandise is as shown online and will be updated regularly by the supplier. They should not be relied on as definite statements as to whether the merchandise you wish to purchase are actually in stock.
- VI. We reserve the right not to accept or cancel an order for any reasons at our sole discretion, including without limitation: no sufficient stock to deliver the merchandise you have ordered; no delivery can be arranged for your area; or one or more of the merchandise you ordered was listed at an incorrect price due to a human or computer error or an error in the pricing information provided by the supplier.
- VII. If we cancel your order, we will notify you by email and will credit to your account any sum deducted by us from your credit card as soon as possible, but in any event, within thirty (30) days of your order. You accept that we will not be obliged to offer any compensation for disappointment suffered.

Price and Payment

- I. We will use all reasonable commercial endeavors to display accurate and up to date prices on our site. However, because prices of the type of merchandise for sale are often

- updated by the supplier we cannot state the definite price until we send you our acceptance of your order.
- II. If the price of the merchandise is higher at the time we are ready to send our acceptance of your order to what it was at the time you place your order then we will either: cancel your order, or contact you to ask you whether you wish to pay the higher price or cancel your order.
 - III. If the order is cancelled by us, if you have already made any payment, we will make a refund. You agree and accept that we will not be obliged to offer any compensation for disappointment suffered.
 - IV. We only accept AliPayHK, Apple Pay, Google Pay, Payme and credit card payments made by Visa and MasterCard. When you place an order you authorize us to debit the credit card you specify on your order for the amount of the order at the time we send our acceptance of your order. Title in the merchandise does not pass to you until payment has been received.
 - V. We hired third party payment service provider to process online transactions. When you place an order, you agree and accept that your credit card information will be collected, processed, and kept by us and a payment service provider subject to its terms and conditions. You agree and accept that you are solely and exclusively responsible for any losses incurred or sustained by you in making credit card transaction, and in no event shall any such losses in whole or in part be borne by us.

Delivery

- I. We only make deliveries in the specified areas of Hong Kong from Monday to Friday, except on the Public Holiday, and when typhoon warning signal No. 8 or above, or black rainstorm warning is in force. We reserve the right to decline delivery at our sole discretion. You agree and accept that you will collect your ordered merchandise from our logistics center and under no circumstances will we accept cancellation of order or refund.
- II. We will deliver the merchandise ordered by you to the address you give us for delivery at the time you make your order through our staff or a third party provider. You agree to present your photo identification upon request when you acknowledge receipt of the merchandise. The merchandise shall be, and shall be deemed to be, delivered and accepted by you when the merchandise is delivered to the address you provide us for delivery. You agree and accept that we are entitled, at our option, to charge you additional costs or cancel your order without any refund or compensation to you in the event of your failure to accept delivery for whatever reasons.
- III. Unless otherwise specified, we will use all reasonable commercial endeavors to make delivery within 7 working days after your payment is confirmed. Subject to prior online arrangement, you may be offered to select from any one of the delivery timeslots available at the time you make your order. We may deliver the merchandise in one or more instalments, and some of the merchandises may be delivered directly from suppliers. Any times and dates given for dispatch of merchandise, or the length of time that merchandise will take to be delivered, are only estimates. If we are unable to meet any stated dispatch or delivery dates or times we will inform you as to the progress of

your order. You agree and accept that under no circumstances will we accept cancellation of order or refund.

- IV. You will become the owner of the merchandise you have ordered when they have been delivered to you. Once merchandise has been delivered to you they will be held at your own risk and we will not be liable for the loss or damage.
- V. Unless otherwise specified, delivery charge at the rate of HK\$30 will be imposed on each delivery. We currently offer free delivery for each order over HK\$400.

Returns or Exchanges

- I. Unless otherwise specified, no return or exchange of merchandise will be accepted. Please read the returns or exchanges policy as specified by the supplier carefully before you place an order.
- II. Subject to the returns or exchanges policy of individual supplier, merchandise may be returned or exchanged within 14 days of receipt if the merchandise you ordered are faulty, defective or damaged (with no fault on your part), or the merchandise are not what you ordered, or the delivery is of an incorrect quantity, provided that: the returns or exchanges policy applies; the merchandise are unused and in the condition originally sold together with all parts and accessories which are provided with the merchandise including manuals, certificates, labels, tags, consumables, bags, and boxes; the packaging of the merchandise must be in the condition in which it was delivered to you; and a request for return or exchange is sent to our customer service representative by email and the merchandise is returned to MaskOn.
- III. You agree and accept that merchandise accepted for returns are only eligible for refund in the original payment methods. Credit Card payment will be refunded to the credit card account; no cash refund will be offered. Actual refund date is subject to card issue bank's cutoff date. If any promotional discount was applied to the total purchase amount at time of purchase, you will be refunded in the amount paid at the time of purchase for that item.
- IV. You agree and accept that merchandise is acceptable for exchange subject to stock availability.
- V. You agree and accept that it will be at the supplier's sole discretion whether the merchandise is accepted for return or exchange. Under no circumstances will we accept the return of any merchandise directly to us or be held liable for your damages for whatever reasons.

Disclaimer of Warranties and Limitation of Liability

- I. We do not represent or warrant that access to our site (including using our applications or software), or any part of it, will be uninterrupted, reliable or fault-free.
- II. We do not represent or warrant to you that our site or any of its contents will be accurate, complete or reliable. We do not represent or warrant that: any services (whether or not provided by us) will be provided with due care and skill; or any

- merchandise (whether or not provided by us) will be of merchantable quality or will be fit for any purpose (even if that purpose has been previously notified to us).
- III. You agree that no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Any information which you transmit to us is transmitted at your own risk.
 - IV. To the extent permitted by law, we exclude all liability (whether arising in contract, tort or otherwise and whether or not due to our negligence) which we may otherwise have to you as a result of: any technical, factual, textual or typographical inaccuracies, errors or omissions on or relating to our site (including using our applications or software) or any information on our site; the unavailability of our site (or any part of it), merchandise or services; any delay in providing, or failure to provide or make available, merchandise or services, or any negligent provision of merchandise or services; any merchandise not being of merchantable quality or fit for their intended purpose; or any misrepresentation on or relating to our site, the merchandise or the services.
 - V. Save as required by law: we will not be liable to you for any indirect or consequential loss, damage or expenses, including loss of profits, business or goodwill, arising out of any problem you notify to us, and we will have no liability to pay any money to you by way of compensation except otherwise specified in these terms and conditions.
 - VI. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase merchandise from our site. We make no representation and accept no liability in respect of the export or import of the merchandise you purchase.
 - VII. You agree that each of these limitations is reasonable having regard to the nature of our site and in particular given that when you purchase merchandise through our site you will enter into a separate contract with the supplier in each case.
 - VIII. None of the above exclusions shall affect any statutory rights which are not capable of being excluded. However, in such case our obligation, where permitted by law, will be limited to the resupply of our services or the merchandise to you.

Each of the above exclusions or limitations shall be construed as a separate, and severable, provision of these terms and conditions.

Warranties

You represent, warrant and covenant that you will not:

- use our site for any fraudulent or unlawful purpose;
- use our site to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
- interfere with or disrupt the operation of our site or the servers or networks used to make our site available; or violate any requirements, procedures, policies or regulations of such networks;
- transmit or otherwise make available in connection with our site any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to

damage the operation of, or to monitor the use of, any hardware, software, or equipment;

- reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to our site (including our applications or software);
- modify, adapt, translate, reverse engineer, decompile or disassemble any portion of our site (including our applications or software);
- frame or mirror any part of the site without our express prior written consent;
- create a database by systematically downloading and storing the Content, User Content or any site content; and infringe any copyright, design right and intellectual property right in the merchandise.

Content

- I. The intellectual property rights in all Content are owned, controlled or licensed by or to us. Except for the rights granted to you under clause 10.2, nothing in these terms and conditions shall confer on you any right or interest in the Content and all other rights are reserved to us.
- II. Subject to these terms and conditions, you may use the Content for your own personal purposes.
- III. Unless you have our express written consent or you are expressly authorised by law to do so, you shall not: use the Content for any commercial or other non-personal purpose; make any copies of the Content or transfer the Content to any other device or any other person; or otherwise reproduce, distribute, communicate to the public, modify, reformat, prepare derivative works of or display the Content. You acknowledge and agree that we may cease to supply any of the Content to you at our sole discretion if you are in breach of any of the terms of this clause.
- IV. We shall use all reasonable commercial endeavors to ensure the accuracy of the Content but give no warranties and make no representations, express or implied, statutory or otherwise regarding the accuracy, quality or completeness of the Content or its fitness for any purpose and we exclude any liability relating to it. You also agree that responsibility for the content of advertisements appearing on our site rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy of information contained on our site.

User-Generated Content

- I. When you submit any user generated content including all text, files, images, photos, sounds, videos or other materials to our site ("User Content"), you grant to us, a perpetual, irrevocable, non-exclusive, worldwide, transferable, sub-licensable fully paid-up and royalty-free licence to reproduce, distribute, communicate to the public,

publicly perform, modify, prepare derivative works of, display and otherwise use the User Content in connection with the site, including without limitation for the purposes of promoting and redistributing part or all of the site in any media formats and through any media channel. Without limitation, the rights that you grant to us under this clause 11.1 include a right to grant each user of the site a sub-licence to use the User Content to the extent permitted by the functionality of the site from time to time. You hereby waive, and procure that all other authors of the User Content waive, all moral rights in the User Content (including rights to be identified as the author of the User Content or to object to any derogatory treatment of the User Content), whether such rights subsist now or at any time in the future in any place in the world.

- II. You represent, warrant and covenant that: you have the legal right and authority to grant the licence in clause 11.1 above; you are the owner of the User Content and/or have all of the necessary rights, consents, permissions and licences which are required for you to grant us the licence in clause 11.1 above; by exercising the licence in clause 11.1 above, we shall not infringe the intellectual property rights or other rights of any third party; to the extent that the User Content identifies any individual (whether by name, picture or otherwise), you have obtained all consents and permissions from those individuals which are required for us to use the User Content as contemplated by the licence in clause 11.1 above; the User Content does not include any material that may be illegal, defamatory, obscene, offensive, harmful to the safety of any person, aimed at harassing any person or otherwise is inappropriate for display on our site; and at our request, you will provide us with written copies of any consents, permissions and licences that you are required to obtain.

Indemnity

You agree to indemnify us and all of our directors, employees and contractors, and hold us all harmless from any claim, loss, damage, cost, expense (including legal expenses) or other liability which may be incurred by us arising out of any breach of the covenants, warranties, representations and agreements herein.

Linked Websites

Certain links, including hypertext links, in our site will take you outside our site. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked site, its operator or its content. We are not responsible for the content of any website outside our site.

Termination

We may terminate your access to our site or registration immediately if you are in breach of any of these terms and conditions.

Any rights that have accrued to either party at the date of termination will remain enforceable after termination.

Intellectual Property

All intellectual property rights in the Content, User Content, design, text, graphics and other material on our site and the selection or arrangement thereof are owned, controlled or licensed by or to us. Any authorized use without our prior written permission is strictly prohibited.

All trademarks, product names and company names or logos used in our site are our property or that of their respective owners. No permission is given by us in respect of the use of any such trade mark, get-up, product names, company names, logos or titles and such use may constitute an infringement of the holder's rights.

General

- I. Where in these terms representations and warranties are made to us and to suppliers of merchandise through our site, you acknowledge and agree that such representations and warranties are intended to grant rights to, and operate for the benefit of, all such suppliers and that each such supplier may rely upon and enforce such representations and warranties against you.
- II. We reserve the right at any time without notice to revise the content of our site (including the services offered by us) and these terms and conditions. Any changes to these terms and conditions will be posted on our site and by continuing to use our site following any such change you will signify that you agree to be bound by the revised terms and conditions of use. This right includes the right to change any of the documentation which forms part of these terms and conditions.
- III. We have made every effort to make clear whether the quoted prices for merchandise available through our site include any relevant tax or duty. Where in any case it is not clear please note before you make an order that you might be required to bear a liability to tax or duty (for example value added tax) imposed by the supplier or by operation of law that is in addition to the price.
- IV. We take privacy issues seriously. Our privacy policy covers our use of any information you provide. In using our services, you agree that we may collect, store, and use information about you in accordance with our privacy policy. You acknowledge and agree to be bound by the terms of our privacy policy.
- V. We reserve the right at our sole discretion to deny users access to our site or any part of our site without notice and to decline to provide our services to any user that is in breach of these terms and conditions.
- VI. We shall not be liable to you for any breach of these terms and conditions of use or any failure to provide or delay in providing our services through our site resulting from any event or circumstance beyond our reasonable control.
- VII. If any clause hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other clause and such invalid clause shall be deemed to be severed from these terms and conditions.

- VIII. We may assign these terms and conditions or appoint any third party, including our group companies, to provide the services to you on our behalf or to perform any of our obligations under these terms and conditions.
- IX. You shall not assign or otherwise deal with its rights and obligations under these terms and conditions, whether in whole or in part without our written consent.
- X. These terms and conditions set forth the entire agreement and understanding of the parties and supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of these terms and conditions. Neither party shall be entitled to rely on any agreement, understanding or arrangement that is not expressly set forth in these terms and conditions.
- XI. These terms and conditions are governed by the laws in force in Hong Kong. You agree to submit to the exclusive jurisdiction of Hong Kong courts.