

Terms of sale

Last update: January 31st, 2022

Please read these Terms & Conditions (hereinafter the “**Terms**”) carefully as they are a binding agreement between you (hereinafter the “**Customer**” or “**You**”) and Mateo (a Baracoda group company, referred to as “**We**” or “**Mateo**”) when you purchase our products (hereinafter a “**Pre-Order**” or a “**Order**”) on our website <https://bbalance.io> (hereinafter the “**Website**”).

These Terms govern all Customers purchases on our Website in the United States of America, in Canada, in the UK and in the European Union (the “**Territory**”).

We reserve the right to change those Terms from time to time at our sole discretion, and your rights under those Terms will be subject to the version of the Terms attached to the Pre-Order or Order confirmation emailed to You at the email address you have field when completing the Purchase and placing your Order on our Website.

Our store is hosted by Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to You.

1. Scope

These Terms only apply to individuals acting in their own name and for their own account (with no direct link with his/her business activity and limited to a strictly personal use).

By agreeing to these Terms, You represent that you are at least the age of majority in your state or province of residence, or that You are the age of majority in your state or province of residence and You have given us your consent to allow any of your minor dependents to use this Website.

You may not use our products for any illegal or unauthorized purpose nor may You, in the use of the Service, infringe any laws in your jurisdiction (including but not limited to copyright laws).

2. Acceptation, entry into force and duration

Those Terms may not be added to, modified, superseded, or otherwise altered, except by a writing signed by an authorized representative of Mateo. Any terms or conditions contained in any acknowledgment, purchase order, or other communication, which are inconsistent with, different from, or additional to, the Terms, are hereby rejected.

The Customer acknowledges having read the Terms before validating the Pre-Order or Order. The performance of the Pre-Order or Order shall be deemed an express acceptance of the

Terms. Those Terms are applicable to all Pre-Orders or Orders performed for a delivery in the Territory. The agreement between You and Baracoda enters into force once You validate the Pre-Order or Order.

Those Terms shall govern the agreement between You and Mateo for the duration necessary to the delivery of the Product and until the extinction of obligations and guarantees of Baracoda.

3. Products

The Products offered for sale are those described on the Website on the day the Customer places its Order or Pre-Order within the limit of available Products stock. If you have any questions please contact us at hello@bbalance.io

The photos of the Products on our Website have no contractual value.

4. Process to place your Pre-Order or Orders

On each Product page, You have the possibility to select the color of the Product you are wishing to purchase, then You can “add to cart” the selected Product, and choose to “View your cart”, “Add an extra mat” or “Check out” directly.

You have the option to select “Express Checkout” via Paypal, or to follow the standard checkout procedure. In this last case you will be asked to fill in your personal information that we need to process your Pre-Order or Order on the checkout page (email, shipping address...). A valid coupon code can be entered if we run a promo campaign at this time.

Then to proceed with the next step you have to select “Continue to Shipping”, you will be asked to choose a shipping method among the options we will make available to you.

After this you have to select “Continue to payment”, you will then have to choose the payment method (Credit Card or Paypal). All transitions are secure and encrypted. On this same page you have to choose the billing address, you have the option to select the same address as for the shipment, or to use a different billing address.

Make sure you have read our Terms and conditions before going through the last step as those are a binding contract between you and Mateo, the performance of the last step of the process shows your express consent to enter into this contractual relationship, make sure you have read those carefully before (you can access them at each step of the process at the bottom of the page). The last step to place your Pre-Order or Order is to select “Pay Now”.

Once we have received your Pre-Order or Order, you will receive a confirmation email.

Mateo may, in its sole discretion, refuse or cancel any Pre-Order or Order particularly in case of temporary unavailability of our Product(s), or any technical issue. We may also require additional information prior to accepting or processing your Pre-Order or Order.

5. Price and payment methods

Pre-Orders and Orders can be paid by credit card through Stripe.

Prices are in U.S. dollars, including all taxes apart from potential custom fees. Any exchange rates or conversion charges and fees will be assumed solely by You.

Mateo reserves the right to modify the price of the Products displayed on the Website and to amend any incorrect price at any time. Mateo may display discount prices for a limited period of time. Any price change will not affect Pre-Orders or Orders already accepted by Mateo. In case a pricing error occurs, We will inform You and will allow You to either pay the correct price or to cancel your Pre-Order or Order.

Prices listed on our Website do not include shipping and delivery fees. Those last will be mentioned as such before you place your Pre-Order or Order and as an addition to the Product(s) price for which You are willing to place a Pre-Order or Order.

All credit card numbers are encrypted when the Pre-Order or Order is placed. Mateo has no access to the Customer's bank details.

We reserve the right to cancel any Pre-Order or Order that presents a risk of fraudulent credit card use.

Mateo retains full ownership of the Product sold until full payment has been received.

6. Confirmation

Once we receive your Pre-Order or Order, we will provide you with an email order confirmation. Your receipt of this order confirmation does not signify Mateo's acceptance of your Pre-Order or Order, nor does it constitute confirmation of our offer to sell, it only stands as confirmation that we received your Pre-Order or Order.

7. Delivery

During the process to place your Pre-Order or Order you will be asked to choose a delivery method, relevant prices will be indicated unless we decide to place a temporary offer to make shipping fees free.

The Pre-Order or Order placed on the Website are delivered in the Territory, and are routed according to the information provided by the Customer when placing the Pre-Order or Order.

Deliveries are performed within the delay and according to the delivery method indicated at the time of the Pre-Order or Order. As for Pre-Orders, an indicative date of shipment is provided to You when placing Your Pre-Order, you will be notified of its effective shipment, please note that Pre-Orders are subject to delays and shipment approximate date cannot be guaranteed. Nonetheless We commit to provide You with updates as regard the status of Your Pre-Order.

Mateo takes care of the dispatch of the Product(s) you purchase on our Website. Title in the Product(s) shall pass to You when the Product(s) is picked up by the carrier from our warehouse. At this point You will receive the shipment notification details in an email.

8. Right of withdrawal (returns)

In the unlikely event that you will not be thrilled with our Product(s), you have the right to withdraw from your Pre-Order or Order without having to give any reason and without penalty, within fourteen (14) days from the receipt of the Product(s).

To exercise your right of withdrawal, the Customer must notify his decision to withdraw its Pre-Order or Order by means of unambiguous statement sent to Mateo by email to the following address: hello@bbalance.io with the following information in the object field of your email:

- Pre-Order or Order number,
- Clear intention to exercise your right of withdrawal.

Once the Customer has informed Mateo, the Customer must return the Product in its original packaging with all the accessories delivered along with the original receipt, without undue delay and in any case within a maximum period of fourteen (14) days from the date of notification of the exercise of the withdrawal right. The costs of returning the Product(s) shall be exclusively supported by the Customer.

When receiving the Product, Mateo will proceed to the verification that the Product, its packaging and accessories are not altered in any way and that the Product and accessories shows no sign of use, then Mateo shall refund to the Customer the price of the Product within fourteen (14) days. Such refund shall be made using the same means of payment used by the Customer when placing its Pre-Order or Order unless otherwise agreed.

If the Product is returned incomplete, damaged and/or soiled will not be taken back and will be reshipped at the Customer's expense.

9. Warranties

The following warranties shall apply to the Product, in accordance with legal provisions:

Legal warranty of conformity

The Customer has a period of two (2) years from the delivery of the Product to act on the basis of this legal warranty of conformity.

In case of lack of conformity, the Customer may choose between repair or replacement of the Product. Mateo may however choose not to proceed following the choice made by the Consumer if this choice entails a cost that is clearly disproportionate to the other method, taking into account the value of the Product or the importance of the defect.

If repair or replacement of the Product is not feasible, the Customer may choose between the following options: either the refund of part of the price paid, or the cancellation of the agreement.

During the twenty-four (24) months following the delivery of the Product, the Customer is exempted from proving the existence of the defect of conformity.

Legal warranty against hidden defects

The Customer may exercise the warranty against hidden defects of the Product delivered. As such, the Customer can choose one of the following options: either the resolution of the sale or a reduction of the sale price.

However, those warranties above are to be excluded in case of misuse, negligence or lack of maintenance by the Customer, as well as in case of normal wear and tear of the Product or force majeure.

10. Force majeure

Any event that is deemed at once unforeseeable, insurmountable and external which leads Mateo to the impossibility of performing its obligations as per those Terms is considered an event of force majeure. Any such force majeure event shall not

11. Entire agreement

The version of the Terms you receive by email constitutes the entire agreement between You and Mateo and cancels, excludes and replaces any previous agreement as regards your Pre-Order or Order.

12. Intellectual Property

The whole of the elements edited on this site, whether they are or not registered as trademarks or any other ground, including or not acronyms such as TM, ®, or ©, as well as presentation and content of all articles, logos and images including texts, pictures, photographs, computer graphics, videos logos, brands constitute intellectual works as defined by the French Intellectual Property Code. These works are Mateo's sole property or under third party licenses of certain

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Failure to comply with these restrictions constitutes infringement and exposes the perpetrator to civil and criminal liability.

13. Privacy

You can access our Privacy Policy following [this link](#), or at the bottom of our Website, or on the mobile application store page before you download the application.

14. Applicable law

The Terms are governed by French law.

15. Customer service - Mediation

In cases where the Customer and Mateo are unable to resolve a dispute using Mateo's internal dispute resolution procedure (customer service).

In addition the Customer may choose to resolve a dispute with Mateo through the online dispute resolution platform provided by the European Commission. You can access this platform at the following address:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

For any information, such as the status of your Pre-Order or Order, to report a problem with your Pre-Order or Order, or if you have any question with your Product please contact us at the following address: hello@bbalance.io.