

# Terms & Conditions of Sale

*Last update: September 7th, 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 société par actions simplifiée “SAS” part of Baracoda group, located at 115-123 avenue Charles de Gaulle 92200 Neuilly-sur-Seine FRANCE, registered under the Trade and Companies Register of Nanterre under the n°887 801 124, referred to as “**We**” or “**Mateo**”*) when you purchase (placing a pre-order or order, hereinafter an “**Order**”) our products (the “**Product(s)**”) on our website <https://bbalance.io> (hereinafter the “**Website**”).

These Terms govern all Customers purchases on our Website in the European Union (apart from France for which you shall refer to the appropriate version of the Website and therefore of the Terms), (the “**Territory**”) exclusive of any other terms.

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 in effect at the date of confirmation of the Order. You can access the version of the Terms applicable to your Order via the archive section accessible via our Terms and Conditions page 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.

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## 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), whose residence is established in the Territory.

By agreeing to these Terms, You represent that you are at least the age of majority in your country of residence within the Territory.

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

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## 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Those Terms may not be added to, modified, superseded, or otherwise altered, except by a writing signed by an authorized representative of Mateo.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 and therefore not applicable.

The Customer acknowledges having read the Terms before validating the Order. The performance of the Order shall be deemed an express and unconditional acceptance of the Terms. Those Terms are applicable to all Orders performed for a delivery in the Territory. The agreement between You and Mateo enters into force once You validate the 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 Mateo.

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### **3. Products**

The Products offered for sale are those described on the Website on the day the Customer places its Order within the limit of available Products stock. If you have any questions please contact us at [hello@bbalance.io](mailto:hello@bbalance.io)

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

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### **4. Process to place your Orders**

To place an Order, the Customer shall dial the address of our Website on its web browser.

On the 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 selecting “Check Out”. If you wish to pay via Paypal You will be redirected to PayPal’s website, otherwise if You have selected “Check Out” You will be asked to fill in your personal information that we need to process your 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 have the opportunity to change your contact and shipping information and 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. After this You can select “Review order”. You will have the opportunity to amend or change your information and the content of your Order. Once You have reviewed the information of your Order, you have to tick the box acknowledging that You have read and agreed with our Terms and select “Pay Now”. Make sure You have read our Terms 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 (you can access our Terms at each step of the process at the bottom of the page of the Website).

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

Mateo may, in its sole discretion, refuse or cancel any 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 Order.

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## **5. Price and payment methods**

Orders can be paid by credit card (Visa, Mastercard, American Express) through Stripe (a third-party application linked to our Website) or via PayPal. The transaction is immediately carried out once your banking details are checked and once the debit authorization is received from your credit card company. The commitment to pay given through your banking details is irrevocable. The Customer hereby acknowledges to be the rightful owner of the credit card of PayPal account used on the Website.

Prices are in Euros, including all taxes apart from potential custom fees. Any exchange rates, telecommunication costs, conversion charges and fees, as well as potential custom 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 discounted prices for a limited period of time. Any price change will not affect 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 Order.

Prices listed on our Website do not include shipping and delivery fees. If any, those last will be mentioned as such on the Product page, and before you place your Order and as an addition to the Product(s) price(s) for which You are willing to place an Order. Mateo might choose to offer You the shipping fees, in that case you will be informed on the Product page and during the process to place your Order.

Payments are processed via Stripe, a third party application. All credit card numbers are encrypted when the Order is placed. Mateo has no access to the Customer's banking details.

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

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

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## **6. Confirmation**

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

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## **7. Delivery**

During the process to place your 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. As regards pre-order, We might also decide to make you choose a delivery method after validation of your pre-order when processing it for its delivery.

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

Deliveries are performed within the delay and according to the delivery method indicated at the time of the 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.

In the event of a delay in delivery of Your Order by Mateo, We will inform You via the contact details previously provided by You when placing Your Order.

You will be advised when our warehouse will be in charge of your Order, once You receive this notification, You will no longer be able to cancel your Order.

In the unlikely event of Mateo being unable to fulfill an Order Mateo reserves the right to contact You to ask if You would like to maintain your order with additional delay or proceed with the cancellation of your 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.

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## **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 Order without having to give any reason and without penalty, within fourteen (14) days from your receipt of the Product(s).

Notification of the exercise of the withdrawal right: to exercise your right of withdrawal, the Customer must notify his decision to withdraw its Order, within fourteen (14) days from the receipt of the Product, by means of unambiguous statement sent to Mateo by email to the following address: [hello@bbalance.io](mailto:hello@bbalance.io) or via the appropriate section of the [FAQ](#) on our Website. Your email must include our withdrawal form (see appendix 1 of those Terms).

Return of the Product(s): once the Customer has notified 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 to Mateo. **The costs of returning the Product(s) shall be exclusively supported by the Customer.**

Verifications and refund: when receiving the Product(s), Mateo will proceed to the verification that the Product, its packaging and accessories are not altered in any way and that the Product(s) and accessories show no sign of use, then Mateo shall refund to the Customer the price of the Product(s) and potential delivery fees (if any were paid by the Customer) within fourteen (14) days. Such refund shall be made using the same means of payment used by the Customer when placing its Order unless otherwise agreed.

If a Product is returned incomplete, damaged and/or soiled, We will decide the most appropriate solution on a case by case basis.

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## 9. Warranties

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

*a) Legal warranty of conformity*

The Customer (exclusive of any other person) 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 Customer 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 with Mateo (made when accepting those Terms).

During this two (2) years period following the delivery of the Product, the Customer is exempted from proving the existence of the defect of conformity.

*b) 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 (warranty of conformity and warranty against hidden defects) 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.

To exercise one of the above warranties, please contact our [customer service department](#).

Except as provided above, and to the maximum extent permitted by law, Mateo is not and shall not be held liable for any direct or indirect (including but not limited to loss of use, loss of revenue, loss of opportunity, loss of reputation), special or consequential damages resulting from any breach of Mateo or from any misuse of the Product(s). This limitation of liability shall not apply to personal injury, to the extent such limitation is not permitted by applicable state law.

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## **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. Mateo shall not be held liable in case any such force majeure event affects the performance of its obligations as per those Terms. In the event of such force majeure event, the obligations of Mateo as per those Terms shall be suspended, or shall expire if such event lasts more than one (1) month.

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## **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 Order.

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## **12. Intellectual Property**

The whole of the elements edited on this Website, 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 and european regulations. These works are Mateo's sole property or under third party licenses of certain works, who do not grant any license or other right thereto than to consult these materials on the Website. Reproduction of any content published on this website is authorized only for information purposes and exclusively for personal and private use.

Any use, reproduction, representation, diffusion or re-diffusion, modification, adaptation, translation in whole or in part, of the contents of this website on any medium or by any means whatsoever (including, but not limited to framing), as well as any sale, release, retransmission or any other act tending to make such contents available to any third party in any manner whatsoever is strictly prohibited.

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

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### **13. Privacy**

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

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### **14. Applicable law**

The Terms are governed by French law.

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### **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), or if the Customer is not satisfied with the solution proposed by the customer service, the Customer may choose to resolve a dispute with Mateo through the online dispute [resolution platform provided by the European Commission](#).