

Terms of Service

I. General Terms and Conditions

This website is operated by MaisonLYX. Throughout the site, the terms “we”, “us” and “our” refer to MaisonLYX.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

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

§ 1 Basic Provisions

(1) The following terms and conditions apply to contracts that you conclude with us via the Internet site www.MaisonLYX.com. MaisonLYX offers this website, including all information, tools and Services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

Unless otherwise agreed upon, the inclusion, if necessary, of your own conditions is ruled out.

(2) A ‘consumer’ in the sense of the following regulations is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activities.

The term ‘businessman’ refers to any natural legal person or legally responsible partnership that concludes a legal transaction in pursuance of his/its independent professional or commercial activity.

§ 2 Online Store terms

By agreeing to these Terms of Service, 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 site.

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

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

§ 3 Conclusion of the contract

(1) The subject-matter of the contract is the sale of goods.

(2) Already with the placement of the respective product on our website, we submit a binding offer to conclude a contract under the conditions specified in the item description.

(3) The contract is concluded via the online shopping cart system as follows:

The goods intended for purchase are placed in the "shopping cart". You can call up the "shopping cart" via the corresponding button in the navigation bar and make changes there at any time.

After calling up the "Checkout" page and entering the personal data as well as the payment and shipping conditions, all order data will finally be displayed again on the order overview page.

Before the order is sent, you have the opportunity to re-check all the information again, change (also via the "back" function of the Internet browser) or cancel the purchase transaction.

By sending the order via the button "place order with liability to pay" you declare the legally binding acceptance of the offer, whereby the contract is concluded. This also applies to pre-orders. Afterwards you will receive an e-mail with your order overview, receipt and more information about the shipping time and process.

(4) Your requests for the preparation of an offer are non-binding for you. We will submit a binding offer in text form (e.g. by e-mail), which you can accept within 5 days.

(5) The processing of the order and transmission of all information required in connection with the conclusion of the contract shall be carried out by e-mail, in part automatically. You must therefore ensure that the e-mail address you have provided to us is correct, that the receipt of e-mails is technically guaranteed and, in particular, that it is not prevented by SPAM filters.

(6) We reserve the right to refuse Service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

§ 3 Right of retention, retention of title

(1) You may only exercise a right of retention insofar as it concerns claims arising from the same contractual relationship.

(2) The goods remain our ownership until the purchase price is paid in full.

§ 4 Warranty

(1) The statutory rights of liability for defects shall apply.

(2) As a consumer, you are requested to check the goods immediately upon delivery for completeness, obvious defects and transport damage and to notify us and the carrier of any complaints as soon as possible. If you do not comply with this, this has no effect on your statutory warranty claims.

(3) You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and Services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall MaisonLYX, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, Service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

§ 5 Limitation of Liability

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

§ 6 Indemnification

You agree to indemnify, defend and hold harmless MaisonLYX and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, Service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

§ 5 Choice of law, place of performance, place of jurisdiction

(1) This agreement and any dispute arising is subject to German law. In the case of consumers, this choice of law shall only apply insofar as the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence is not withdrawn (benefit-of-the-doubt principle).

(2) The place of performance for all services arising from the business relationship with us and the place of jurisdiction shall be our registered office in Germany if you are *not* a consumer but a businessman, a legal entity under public law or a special fund under public law. The same shall apply if you do not have a general place of jurisdiction in Germany or the EU or if your place of residence or habitual residence is unknown at the time the action is brought. The right to bring an action before the court at another statutory place of jurisdiction shall remain unaffected.

(3) The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) are explicitly inapplicable.

§ 8 Severability

(1) In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, this shall not affect the validity of the remaining contractual provisions. Such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

(2) The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitute the entire agreement and understanding between you and us and governs your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

§ 9 Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

II. Customer Information

1. Identity of the seller

Agency for the Future GmbH
Köpenicker Chaussee 3a,
10317 Berlin,
Germany

Phone: +49 (0) 152 34606981

Email: hello@maisonlyx.com

Alternative Dispute Resolution

The European Commission provides a platform for out-of-court online dispute resolution (ODR platform), available at <https://ec.europa.eu/odr>.

We are not willing to participate in dispute resolution proceedings before customer arbitration boards.

2. Information on the conclusion of the contract

The technical steps for the conclusion of the contract, the conclusion of the contract itself and the possibilities of correction are carried out in accordance with the regulations "Conclusion of the Contract" of our General Terms and Conditions (Part I.)

3. Contract language, Contract text storage

3.1 The contract language is English.

3.2 The complete text of the contract shall not be stored by us. Before sending the order via the online shopping cart system, the contract data can be printed out or electronically saved using the browser's print function. After receipt of the order by us, the order data, the legally required information for distance contracts and the General Terms and Conditions will be sent to you again by e-mail.

3.3 In the case of quotation requests outside the online shopping cart system, you will receive all contract data as part of a binding offer in text form, e.g. by e-mail, which you can print out or save electronically.

4. essential characteristics of the goods or services

4.1 The essential features of the goods and/or services can be found in the respective offer.

4.2 Certain products or Services may be available exclusively online through the website. These products or Services may have limited quantities and are subject to return or exchange only according to our [Refund Policy](#).

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or Services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or Service made on this site is void where prohibited.

We do not warrant that the quality of any products, Services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

4.3 We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

5. prices and payment modalities

5.1 The prices listed in the respective offers as well as the shipping costs represent total prices. They include all price components including all incidental taxes.

5.2 Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

5.2 The shipping costs are not included in the purchase price. They can be viewed via an appropriate button on our website or in the respective offer, are shown separately in the course of the ordering process and are to be borne by you in addition, unless free delivery has been promised.

5.3 If the delivery is made to countries outside the European Union, additional costs may arise for which we are not responsible, such as customs duties, taxes or money transfer fees (transfer or exchange rate fees of credit institutions), which are to be borne by you.

5.4 Any costs incurred for the transfer of funds (transfer or exchange rate fees of the credit institutions) shall be borne by you in cases where the delivery is made to an EU member state but the payment was initiated outside the European Union.

5.5 The payment methods available to you are shown under a correspondingly designated button on our website or in the respective offer.

5.6 Unless otherwise stated in the individual payment methods, the payment claims arising from the concluded contract are due for payment immediately.

6. Terms of delivery

6.1 The terms of delivery, the delivery date and any existing delivery restrictions can be found under a correspondingly designated button on our website or in the respective offer.

6.2 Insofar as you are a consumer, it is regulated by law that the risk of accidental loss and accidental deterioration of the sold item during shipment only passes to you upon delivery of the goods, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or any other person designated to carry out the shipment.

7. Optional Tools, Third-Party Links

7.1 We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of the optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new Services and/or features through the website (including the release of new tools and resources). Such new features and/or Services shall also be subject to these Terms of Service.

7.2 Certain content, products and Services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or Services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, Services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

8. User comments, Feedback, other submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

9. Errors, inaccuracies and omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should

be taken to indicate that all information in the Service or on any related website has been modified or updated.

10. Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

10. Right of cancellation

You have the right of cancellation. Please read all information about your rights and the consequences and fill out the prepared revocation form to find under "Right of cancellation".

7. Statutory warranty right

The liability for defects is governed by the provision "Warranty" in our General Terms and Conditions (Part I).