

MASUM KARIMI

www.masumkarimi.com
+34 914 016 914 – 655 302 101
Luis Vives 14 – 28002 - Madrid

MASUM KARIMI's ("MASUM KARIMI" "we" "us") website(s) (our "Site" or "Sites") and related services are made available to you in accordance with the following Terms of Use & Service, and any other rules posted on our Sites (collectively, the "TOS"). Please read the TOS carefully before placing any orders on www.masumkarimi.com. We recommend you should keep a copy of the TOS for future reference.

MASUM KARIMI is a trading name of SAKINEH KARIMI BOLOURI FASHION., a company with sole shareholder subject to direction and coordination of SAKINEH KARIMI BOLOURI., with registered office in Spain at C/Luis Vives 14, Madrid 28002, tax code and VAT number ES51706229K.

If you have any comments about MASUM KARIMI, you can email us at masum@masumkarimi.com.

In particular, we wish to draw your attention to our policies relating to the terms of purchase within the TOS and our Privacy Policy. We reserve the right to only accept orders from those over 18.

We may modify the TOS from time to time. Please read the TOS and check back often. If you do not agree to any change to the TOS then you must immediately stop using the Site. Any changes made after you have placed an order will not affect that order unless we are required to make the change by law.

Registration and account terms and conditions

To use some of the services or features made available to you on this Site you will need to register for an account. When you register you are required to provide information about yourself that is true, accurate, current, and complete in all respects. Should any of your registration information change, please notify us immediately at the following email address masum@masumkarimi.com. We may also change registration requirements from time to time.

Register an account with us to enjoy the following benefits through your MASUM KARIMI account:

- Track your orders and review past purchases
- Request your return or exchange directly from your account
- Build a customized Wish List to create personalized outfits that you can email to friends and family. Plus, you can also print your shopping lists for increased convenience
- Add sold out items to your Wish List so you can see if more stock arrives
- Select your Favorite Designers so we can tell you when new items have arrived
- Save your address and card details so you can shop even quicker next time



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- Manage your account details, address book and email preferences

To create an account, simply select SIGN IN on the navigation bar and then REGISTER NOW to fill in your details. The account password you create should be unique and kept secure, and you must notify MASUM KARIMI immediately of any breach of security or unauthorized use of your account.

Should you have any issues with your account or need any help in relation to it, then please do not hesitate to contact our Customer Care team. However, please note that we can only communicate with the named account holder in relation to any questions, changes or cancellation of an account.

Forgotten password

If you have forgotten your password, follow the FORGOTTEN PASSWORD instructions on the SIGN IN page. For security reasons we are unable to send your password via email.

Please refer to our Privacy Policy for information about how we use your data.

Eligibility to purchase

In order to make purchases on the Site you will be required to provide your personal details. In particular, you must provide your real name, phone number, e-mail address and other requested information as indicated. Furthermore, you will be required to provide payment details that you represent and warrant are both valid and correct and you confirm that you are the person referred to in the Billing information provided.

The Site is available only to individuals and others who meet the MASUM KARIMI terms of eligibility, who have been issued a valid credit/debit card by a bank acceptable to MASUM KARIMI, whose applications are acceptable to MASUM KARIMI and who have authorized MASUM KARIMI to process a charge or charges on their credit/debit card in the amount of the total purchase price for the merchandise which they purchase. Products purchased by the buyer are for personal or gift use and should not be re-sold, used for commercial purposes or any other commercial benefit. MASUM KARIMI may restrict the quantities of an item being shipped to any one customer or address.

By making an offer to purchase merchandise you expressly authorize us to perform credit checks and where MASUM KARIMI feels necessary and to the extent permitted by applicable laws, to transmit or to obtain information (including any updated information) about you to or from third parties, including but not limited to your credit/debit card number or credit reports (including credit reports for your spouse if you reside in a community property jurisdiction), to authenticate your identity, to validate your credit/debit card, to obtain an initial credit/debit card authorization and to authorize individual purchase transactions.

Furthermore, you agree that we may use Personal Information provided by you in order to conduct appropriate anti-fraud checks. Personal Information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

Please refer to our Privacy Policy for further information about how we use your data.

Orders



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To place an order, you must add items to your shopping bag, enter your billing/shipping address, select your delivery option and choose your payment method to complete your order.

All orders are subject to acceptance and availability, and items in your Shopping Bag are not reserved and may be purchased by other customers.

MASUM KARIMI offers products for sale that are in stock and available for dispatch from our distribution center. Occasionally however, we may be waiting for shipments from our designer suppliers. Consequently, you may from time to time be given the possibility of making an Advance Payment for certain items in which case you are able to make an Advance Purchase. This will ensure that you receive this item in priority once designer stock has been delivered to MASUM KARIMI. MASUM KARIMI will only take Advance Purchase orders for stock that has been scheduled for delivery by a designer supplier. Your rights regarding Advance Purchase are the same as those for any other purchase at MASUM KARIMI. Alternatively, you may simply choose to register your email address for notification of arrival of the selected merchandise not held in stock.

Items received into stock may be pre-allocated to satisfy Advance Payment orders and customers making Advance Payments will receive items in priority to customers on the Waiting List or customers ordering through the Site for immediate delivery. Please be aware that we may be unable to deliver selected Advance Payment merchandise due to production problems or quality check issues identified when we receive an order into stock. In these circumstances we will notify you by email and refund the Advance Payment to your credit/debit card within thirty days of being advised that merchandise has become unavailable.

If you have registered your email address for notification of the arrival of a specific product featured on our Site, we will attempt to notify you by email within 48 hours of the product becoming available on the Site. Please be aware that on occasion certain products that are in particularly high demand will sell out during this period.

MASUM KARIMI will store a record of your transactions for a minimum of one year.

Pricing Policy

Prices shown on the Site are in Euros and are inclusive of VAT at the applicable rate unless you have selected an alternative country where VAT is not chargeable, as indicated in the top left-hand corner of the Site.

All prices and offers remain valid as advertised from time to time. The Euros price of a product displayed on the Site at the time the order is accepted will be honored, except in cases of patent error.

From time to time, prices are subject to change in response to currency exchange rate changes, markdowns and other commercial factors. The price applicable to your order will be the price current at the time your order is accepted.

Customers purchasing from a country served as DDP will incur relevant import duty and tax. These costs are included in the final purchase price. If you are a customer whose credit/debit card is not denominated in Euros, the final price will be calculated in accordance with the applicable exchange rate on the day your card issuer processes the transaction.



Sale price adjustment policy

MASUM KARIMI is happy to offer a Sale Price Adjustment on items purchased up to 7 days prior to the commencement date of a sale. Please be aware that the exact style and size of an item must be available for purchase at the time your request is made before any adjustment in the sale price can be approved. All approved Sale Price Adjustments will be credited to your MASUM KARIMI account in the form of a store credit which will be valid for 12 months.

We are unable to offer price adjustment on items originally purchased in a sale or on any special promotion items that are temporarily reduced in price. Once an item has been purchased at a discounted sale price, no price adjustment will be offered should the item be further marked-down.

Acceptance of your order

Once you have made your choice and your order has been placed, you will receive an email acknowledging the details of your order. This email is NOT an acceptance of your order, just a confirmation that we have received it.

On the confirmation page of your order, we will provide you with an order summary of each product, the price (including all applicable fees and taxes), and the cost of shipping.

Your order is an irrevocable offer to buy the products. Before proceeding to purchase, please check the order details and correct any possible errors.

Unless you cancel your order, acceptance of your order and completion of the contract between you and MASUM KARIMI will be completed when we email you to confirm the goods have been dispatched. English is the language used for finalising the contract. Neither our third-party payment processor nor our nominated courier has the authority to accept an order on behalf of MASUM KARIMI.

We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorization for payment, that shipping restrictions apply to a particular item, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that you do not meet the eligibility criteria set out within the TOS.

We may also refuse to process and therefore accept a transaction for any reason or refuse service to anyone at any time when the transaction or service does not comply with our business policy, or in the event where there are reports or suspicion of fraudulent or illegal activity. In these events, we will not be liable for refusing to process a transaction or unwinding or suspending any transaction after processing has begun. To the extent permitted by the applicable law, we will not be liable to you or any third party by reason of our withdrawing any merchandise from the Site whether or not that merchandise has been sold, removing, screening or editing any materials or content on the Site. We reserve the right not to accept orders received from users who are acting for commercial and professional purposes.

Whilst every effort is made to make sure details on our Site are accurate, we may from time to time discover an error in the pricing of products. If we discover a patent error in the pricing of a product in your order, we will let you know as soon as possible. We shall be under no obligation to accept or fulfil an order for a product that was advertised at an incorrect price, provided that the error was recognizable, and reserve the right to cancel such an order that has been accepted or is in transit. If you order a product that is patently



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priced incorrectly for any reason, we will email or telephone you to inform you that we have not accepted your order and/or that the relevant part of your order has been cancelled. If you have already paid for the goods, we shall refund the full amount as soon as we are able. In the event that products are recalled in transit, we will process your refund once the products have been returned to us.

Payment

Payment can be made by Visa, MasterCard, American Express, and any other methods which may be clearly advertised on the Site from time to time. You can also choose to pay with PayPal. When selecting this option at checkout, you will be directed to the PayPal site to 'Log In' and review the amount shown before clicking 'Pay Now'. Once this transaction is complete, you will then return to MASUM KARIMI.COM. Payment will be debited and cleared from your account upon dispatch of your order by MASUM KARIMI. You confirm that the credit/debit card that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to MASUM KARIMI, we will not be liable for any delay or non-delivery.

We take reasonable care to make our Site secure. All credit/debit card transactions on this site are processed using a secure online payment gateway that encrypts your card details in a secure host environment. If you are a registered MASUM KARIMI user, we will securely store your credit/debit card details on our systems. These details will be fully encrypted and only used to process card transactions which you have initiated.

To help ensure that your shopping experience is safe, simple, and secure, MASUM KARIMI uses Secure Socket Layer (SSL) technology.

Furthermore, we take reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Site.

Gift Cards

Follow the instructions on our website to get yours.

Promotion Codes

Promotion codes are non-transferable and there is no cash alternative. Furthermore, they cannot be used in conjunction with any other promotion code or offers, and must be redeemed by the date published, if provided.

Insurance and delivery

MASUM KARIMI insures each purchase during the time it is in transit until it is delivered to your specified delivery address. We require a signature for any goods delivered, at which point responsibility for your purchased goods passes to you. If you have specified a recipient who is not you for delivery purposes (for example as a gift) then you accept that evidence of a signature by them (or at that delivery address) is evidence of delivery and fulfilment by MASUM KARIMI, and transfer of responsibility in the same way. The goods are your responsibility from the time we deliver them to the address you gave us.



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Our nominated courier can deliver an order to certain destinations without collecting a signature. If this option applies to your shopping address, you may select the signature opt out at the checkout, otherwise the signature required will be set by default; however, you can update your preference on the shipping page before proceeding to purchase. Please note, that if no signature is collected, you agree to our terms and conditions and, confirm that MASUM KARIMI can leave your package(s) outside the premises at the shipping address provided by you without obtaining a signature for proof of delivery. Please be aware that, if no signature is collected, you agree to our terms and conditions and take full responsibility for any loss or damage that may occur. On occasion, our nominated courier may refuse to deliver your order if they are of the opinion that the shipping address is considered to be unsafe.

Please note that we aim to dispatch all orders within 24 hours, or 48 hours during sale periods. Delivery times appearing on the Site are estimates and are to be used as a guide only and commence from the date of dispatch. In any event, we will deliver the goods to you within 30 days of the day on which we accept your order. MASUM KARIMI is not responsible for any delays caused by destination customs clearance processes.

If delivery is delayed by any event outside of our control, we will contact you as soon as possible to let you know and we will take steps to minimize the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to cancel your order and we will give you a refund for any goods you have paid for but not received.

The Vendor recommends you use the courier DHL (www.dhl.com) for returning products, if you are based in the following countries: Czech Republic, Spain, Finland, Greece, Hungary, Luxembourg, Poland, Portugal, Slovenia, Slovakia, Belgium, Denmark, France, Ireland, the Netherlands and Sweden.

The Vendor recommends you use the courier UPS (www.ups.com) for returning products, if you are based in the following countries: Germany and Austria.

However, if your purchase contained a DHL Express pre-paid returns label, please return via DHL Express and follow the steps outlined in your returns email. Please note that you should only use DHL Express and no other third party, such as DHL Deutsche Post.

Returns and exchanges

Please check our Exchanges & Returns Policy, which is part of these Terms and Conditions.

Intellectual property rights

Your use of the Site and its contents grants no rights to you in relation to any copyright, designs, trademarks and all other intellectual property and material rights relating to the Content (as described in the Content section below), including MASUM KARIMI Software and all HTML and other code contained in this Site. All such Content including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this Site are protected by national intellectual property and other laws and international treaty provisions. You are permitted to use the Content only as expressly authorized by MASUM KARIMI and/or its third-party licensors. Any reproduction or redistribution of the above listed Content is prohibited and may result in civil and criminal penalties. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution is expressly prohibited. However, you are permitted to make one copy for the purposes of viewing Content for your own personal use.



Content

In addition to the Intellectual property rights mentioned above, "Content" is defined as any graphics, photographs, including all image rights, sounds, music, video, audio or text on this Site. MASUM KARIMI tries to ensure that the information on this site is accurate and complete. MASUM KARIMI does not promise that MASUM KARIMI's Content is accurate or error-free. MASUM KARIMI does not promise that the functional aspects of the Site or MASUM KARIMI's Content will be error free or that this Site, MASUM KARIMI Content or the server that makes it available are free of viruses or other harmful components. We always recommend that all users of the Internet ensure they have up to date virus checking software installed.

The personal opinions of the designers and labels whose products we sell, or any third parties with whom we are associated are their own and do not necessarily reflect the views of MASUM KARIMI and we accept no responsibility for any such views expressed in any media.

No commercial use

This Site is for your personal non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, data mine or sell any Content, software, products, or services contained within this Site. You may not use this Site, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own Site.

Your activity

You agree that you will be personally responsible for your use of this Site and for all of your communication and activity on and pursuant to this Site. If we determine that you are or have been engaged in prohibited activities, were not respectful of other users, or otherwise violated the TOS, we may deny you access to this Site on a temporary or permanent basis.

Third party

We may include hyperlinks on this Site to other Sites or resources operated by parties other than MASUM KARIMI, including advertisers. MASUM KARIMI has not reviewed all of the sites linked to its Web Site and is not responsible for the content or accuracy of any off-site pages nor are we responsible for the availability of such external Sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such Sites, including (without limitation) any advertising, products or other materials or services on or available from such Sites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external Sites or resources to the extent permitted by the applicable law.

Your rights

You have certain rights under the applicable law. These include:

1. That any products you order through this Site will be of satisfactory quality, fit for their intended purpose, and will conform to any description given on this Site;
2. Certain remedies if a product is defective. In this regard, without prejudice to the application of the mandatory consumer protection provisions, all products sold by



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MASUM KARIMI are covered by a 24-month guarantee for lack of conformity. Please contact Customer Care within a period of 2 months from the day when you noticed the fault. In the case of lack of conformity, you may choose between a repair or a replacement of the product. If these options are not available, you are entitled to either require MASUM KARIMI to make an appropriate reduction in the price or to terminate the contract; and

3. A right to cancel any order for a product within 14 days after the date of receipt of the product and receive a full refund even if it is not defective (see Cancelling your order above).

Nothing in the TOS is intended to affect these rights.

Limits on our liability

We accept liability for death and personal injury arising from our negligence or that of our employees and agents. We do not seek to exclude our liability for fraudulent misrepresentation by us or our employees or agents.

Nothing in this Agreement is intended to affect your rights under the law (see "Your Rights" above).

If MASUM KARIMI fail to comply with the TOS, we are responsible for loss or damage you suffer as a foreseeable result of us breaching the TOS. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the contract is made, both you and MASUM KARIMI knew it might happen, for example, if you discussed it with us during the sales process. We will only be liable for loss or damage up to 150% of the total value of goods purchased.

We are not responsible for losses not caused by our breach or negligence, indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us (for example, loss of profits or loss of opportunity).

We are also not responsible for failure to meet any of our obligations under the TOS where such failure is due to events beyond our reasonable control.

Force majeure

We are not responsible for failure to meet any of our obligations under the TOS where such failure is due to events beyond our reasonable control.

Compensation

At our request, you agree to compensate us fully, defend us, and hold us MASUM KARIMI harmless immediately on demand, its officers, directors, agents, affiliates, licensors, and suppliers, from and against all liabilities, claims, expenses, damages and losses, including legal fees, arising from any breach of the TOS by you, including the use by any other persons accessing this Site using your Internet account caused by your action or inaction.

Our relationship

You acknowledge and agree that no joint venture, partnership, employment, or agency relationship exists between you and MASUM KARIMI as a result of the TOS or your use of



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this Site. You agree that you may not and will not hold yourself out as a representative, agent, or employee of MASUM KARIMI, and we shall not be liable for any representation, act, or omission on your part.

No waiver

If you breach the TOS and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach the TOS.

Governing law and Dispute Resolution

Without prejudice to the application of the EU-derived mandatory consumer protection provisions, the TOS are governed by Spanish law and in particular by the by the Spanish Consumer Code (Royal Legislative Decree 1/2007, from November 16th, approving the consolidated text of the General Law for the Defense of Consumers and Users) and by Spanish E-commerce Law (Law 34/2002, from July 11th, on Services of the Information Society and Electronic Commerce). In the event of a dispute between MASUM KARIMI and you arising from the TOS, you and we both agree that the courts of Milan will have exclusive jurisdiction. Please note that the European Commission also provides a platform for alternative out-of-court resolution of disputes, available on the website <http://ec.europa.eu/odr>.

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