

TERMS AND CONDITIONS CONTENTS

This page states the Terms and Conditions under which you use www.macoware.com. Please note that any use of this website means that you agree to the following Terms and Conditions.

The Website Owner, including subsidiaries and affiliates ("Website" or "Website Owner" or "we" or "us" or "our") provides the information contained on this website or any of the pages comprising the website ("website") to visitors ("visitors") (cumulatively referred to as "you" or "your" hereinafter) subject to the terms and conditions set out in these website terms and conditions, the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this website.

GENERAL

This website transacts in the following currency (so far):

- **HKD**

All agreements of your offer to purchase goods are entirely subject to their availability. Our acknowledgement of order acceptance via e-mail or web is not a guarantee of delivery. In the event the items you have ordered are not available, you will be contacted, and alternative or a full refund offered. If we are only able to fulfill part of your order, payment will be taken for your whole order, then on dispatch a full refund for the unavailable goods will be made.

Payments can be made using any of the methods listed in the below payments section. The total amount will be debited from your account when we have accepted your offer to purchase goods from us.

YOUR AGREEMENT WITH WWW.MACOWARE.COM

These Terms and Conditions along with our Invoice and Privacy Policy Constitute the agreement between you and us relating to the provision of goods you have offered to purchase. These conditions supersede all other proposals both aural and written.

Upon ordering we are not making a legal offer to provide the goods ordered. We are inviting you to make a legal offer to us for you to purchase the goods. It is entirely at our discretion to reject or accept your offer of purchase.

This agreement is only confirmed when we have accepted your offer to purchase the goods and have sent you an invoice or dispatch receipt that includes the date of the agreement being accepted which will be the date shown on said invoice or receipt.

PAYMENT INFORMATION

We currently accept the following form of payment:

- Mastercard
- Visa (Debit and Credit)
- American Express
- PayPal
- JCB
- UnionPay

Payment can be made using only the methods above, and payment for your full order offer will be taken immediately. The total amount you pay is the same regardless of the payment method.

All payments are secure, and are handled by Stripe.

DELIVERY

We aim to delivery all orders as quickly as possible. Delivery times stated on the website are in no way a guarantee and are based on approximations. This is due to third party factors, which may cause delays.

OUR RETURNS FOR EXCHANGE POLICY

Our web store returns for exchange policy means that if you are not fully happy with the goods you have received, you can return them to us within 7 days of receipt for exchange, providing they are in original resalable condition. Once returned you will be entitled to exchange (non-refundable), which will not include the cost of the original postage and packaging. We are not able to refund or exchange items that appear to have been scratched, damaged, or are not in original condition. This does not affect and is in addition to your statutory rights as a consumer. Please enclose the completed Returns form with your goods, as no form may result in taking longer to process the return. Please make sure all returned items are well packaged, as not to be damaged in the post. Please make sure all return packages are sent with a

trackable, insured service, as we cannot take responsibility for items damaged or lost in the return transit. Please note - The above information relates only to returns on goods purchased through the Macoware website.

INFORMATION ON THE WEBSITE

Whilst every effort is made to update the information contained on this website, neither the Website Owner nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, any share price information, research information, data and/or content contained on the website (including but not limited to any information which may be provided by any third party or data or content providers) ("information") and shall not be bound in any manner by any information contained on the website. The Website Owner reserves the right at any time to change or discontinue without notice, any aspect or feature of this website. No information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes. You and your company rely on the information contained on this website at your own risk. If you find an error or omission at this site, please let us know.

TRADE MARKS

The trade marks, names, logos and service marks (collectively "trade marks") displayed on this website are registered and unregistered trade marks of the Website Owner. Nothing contained on this website should be construed as granting any license or right to use any trade mark without the prior written permission of the Website Owner.

PUBLIC FORUMS AND USER SUBMISSIONS

The Website Owner is not responsible for any material submitted to the public areas by you (which include bulletin boards, hosted pages, chat rooms, or any other public area found on the website. Any material (whether submitted by you or any other user) is not endorsed, reviewed or approved by the Website Owner. The Website Owner reserves the right to remove any material submitted or posted by you in the public areas, without notice to you, if it becomes aware and determines, in its sole and

absolute discretion that you are or there is the likelihood that you may, including but not limited to:

- defame, abuse, harass, stalk, threaten or otherwise violate the rights of other users or any third parties;
- publish, post, distribute or disseminate any defamatory, obscene, indecent or unlawful material or information;
- post or upload files that contain viruses, corrupted files or any other similar software or programme that may damage the operation of the Website Owner's and/or a third party's computer system and/or network;
- violate any copyright, trade mark, other applicable Great Britain or international laws or intellectual property rights of the Website Owner or any other third party;
- submit contents containing marketing or promotional material which is intended to solicit business.

You further agree not to use the website to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or violates any applicable law and you hereby indemnify the Website Owner against any loss, liability, damage or expense of whatever nature which the Website Owner or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the website to send or post any such message or material.

WARRANTIES

The Website Owner makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website, the information contained on the website, your or your company's personal information or material and information transmitted over our system.

DISCLAIMER OF LIABILITY

The Website Owner shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, your or your company's personal information or material and information

transmitted over our system. In particular, neither the Website Owner nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

USE OF THE WEBSITE

The Website Owner does not make any warranty or representation that information on the website is appropriate for use in any jurisdiction. By accessing the website, you warrant and represent to the Website Owner that you are legally entitled to do so and to make use of information made available via the website.

ENTIRE AGREEMENT

These website terms and conditions constitute the sole record of the agreement between you and the Website Owner in relation to your use of the website. Neither you nor the Website Owner shall be bound by any express tacit nor implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these website terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and the Website Owner in respect of your use of the website.

ALTERATION

The Website Owner may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

CONFLICT

Where any conflict or contradiction appears between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

WAIVER

No indulgence or extension of time which either you or the Website Owner may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

CESSION

The Website Owner shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

SEVERABILITY

All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

APPLICABLE LAWS

Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of Hong Kong without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of Hong Kong in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.

COMMENTS OR QUESTIONS

If you have any questions, comments or concerns arising from the website, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us.