

# **TERMS AND CONDITIONS**

## **GENERAL CONDITIONS**

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 may involve transmissions over various networks and changes to conform or adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

The user agrees not to reproduce, duplicate, copy, sell, resell, or exploit any part of the service or access to the service or any contact on the website through which the service is provided, without the express written permission of our part.

Headings used in this agreement are included for convenience only and do not limit or affect these terms.

## **LIMITATION OF LIABILITY**

In case of any controversy, demand, action, process, complaint and/or claim of any kind against us, our subsidiaries and/or affiliates, employees, shareholders, insurers and/or lawyers that arise or may arise from the purchase of products on the website, the alleged liability will always be limited to direct liability without in any case exceeding the price of the products actually paid by the user.

## **PERSONAL INFORMATION**

The presentation of personal information of the user through the site is governed by our Privacy Policy and treatment of personal data and Colombian law. By accepting these terms and conditions, the user declares that the personal data processing policy was made available to him and that it was read, and he also accepts the processing of personal data in accordance with them. In this sense, if you do not accept the processing of personal data, the user should not access the website or use any of the services.

## **PROHIBITED USES**

In addition to other prohibitions as stated in the terms and conditions, the use of the site or its content is prohibited:

- For any illegal purpose.
- To ask others to perform or participate in unlawful acts.
- To violate any regulations, rules, international or state laws, or departmental ordinances or municipal agreements.
- To infringe or violate the intellectual property rights of us or third parties.
- To harass, abuse, insult, harm, defame, slander, disparage, intimidate or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, nationality or disability.
- To present false or misleading information.
- To upload or transmit viruses or any other type of malicious code that is or may be used in any way that could compromise the functionality or operation of the service or any related website, other sites or the internet.
- To collect or track personal information of others.
- To generate spam, phish, pharm, pretext, spider, crawl, or scrape.
- For any obscene or immoral purpose.
- To interfere with or circumvent the security elements of the service or any website related to other sites or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the Prohibited Use Items.

## **ADVERTISING AND LOYALTY PROGRAMS**

We may send commercial and advertising information as long as the users of the portal have authorized it at the time of registering their data or by accepting these terms. The commercial and advertising information that is sent will be loyal and will indicate the conditions in which an offer, discount, contest or prize proceeds, and it binds us and the user in case of accepting it. Any offer, discount, contest, prize, or in general any loyalty program, will be valid during the announced dates or while the conditions are met for them to be considered valid, according to the respective advertising, however, in case the destined inventory is exhausted for the specific offer, discount, contest, prize or program, it will imply its termination for this sole fact.

If any of the contents of this website or the information accessed is found to be inappropriate, contrary to the law or the usage policies set forth herein, or in any way harmful to users, consumers or third parties, please contact contact customer service as follows: at the telephone number (57) 604 217 0970 during the following business hours: Monday through Friday from 7:00 am to 5:00 pm, or by email at reclamacionmelyma@gmail.com, in order to proceed to correct it and guarantee full protection as a consumer of our products.

## **ENTIRE AGREEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS**

Our failure to exercise or enforce any right or provision of these terms and conditions will not constitute a waiver of such right or provision.

These terms and conditions and any policies or operating rules published by us on this site or with respect to the service constitute the entire agreement and understanding between the user and us and govern the use of the service.

Any ambiguity in the interpretation of these terms and conditions will not be construed against the drafting group.

The user declares that they have read these terms and conditions and have understood and accepted the terms, conditions and stipulations contained therein, which have been agreed to protect the information and to guarantee effective protection of our consumers. No declaration will be valid, or written, made by any of the parties, officials, employees or agents that are contrary to the provisions of these policies, unless otherwise agreed, in accordance with the provisions described here to modify these conditions.

## **LAW**

These terms and conditions are governed by and will be interpreted in accordance with the laws of Colombia. Any controversy that arises from them will be submitted to the jurisdiction, after a mediation attempt in accordance with the regulations for it.

## **DISPUTE RESOLUTION**

We will ensure that conflicts that arise between the parties are resolved amicably, for this we will attend to any complaint, request or claim that consumers may present regarding the quality guarantees of the products purchased by them directly. In the event that an agreement is not reached, the parties agree that the differences that may arise on the occasion or that are related to the celebration of the transactions carried out on the website, these terms and other policies of use that complement or refer to them, as well as its interpretation, execution, compliance and termination of this agreement will be settled in accordance with the ordinary Colombian jurisdiction.

## **CHANGES IN THE TERMS AND CONDITIONS**

The user can review the most current version of the terms and conditions at any time on this page.

We reserve the right, at our discretion, to update, modify or replace any part of these terms and conditions by posting updates and changes to our website. It is the user's responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these terms and conditions it implies acceptance of those changes.