

tikkoun.be – General Terms and Conditions

PREAMBLE

These conditions are concluded between, on the one hand, TIKKOUN, a tarot business with VAT number BE0780.269.186, established at 1180 Brussels, Montagne de Saint-Job 23, hereinafter referred to as "TIKKOUN," and, on the other hand, the persons wishing to make a purchase via TIKKOUN's website, <https://www.tikkoun.be>, hereinafter referred to as "the User."

Shipments of packages can be made outside of Belgium.

These conditions apply exclusively to consumers.

The User wishing to purchase from the Site declares that they have full legal capacity. Any person deemed legally incapacitated, particularly within the meaning of Articles 1123 et seq. of the Civil Code, cannot purchase on the Site in any way. Consultation of the Site and the services it offers are then under the responsibility of their legal representative. This legal representative is required to comply with these provisions. In any case, when transmitting personal data, the legal representative must fill out the registration form themselves or expressly authorize the person they represent to fill out said form, with the provisions relating to personal data as provided in Article 9 below being fully applicable.

The parties agree that their relationship will be governed exclusively by this contract, excluding any prior conditions available on the site. If a condition is missing, it will be deemed to be governed by the prevailing practices in the distance selling sector whose promoters are headquartered in Belgium.

ARTICLE 1 - OBJECT

These conditions apply to the online sale in the Belgian and Luxembourg territories of items offered for sale by TIKKOUN. They aim to define the terms of sale between TIKKOUN and the User, from order placement to payment and delivery.

They govern all the steps necessary for placing the order and ensure the follow-up of this order between the parties to the contract. The parties agree that their relationship will be governed exclusively by this contract, excluding any prior conditions available on the site.

ARTICLE 2 - ORDER

The User has the possibility to place their order online based on the references on the site. The order can only be registered on the site if the User has clearly

identified themselves. Any order implies acceptance of these general terms and conditions of sale, as well as the prices (see Article 5) and the description of the items sold.

TIKKOUN commits to fulfilling orders received on the website only within the limits of available stock. If the item is out of stock, TIKKOUN may deliver a similar item with equivalent or superior characteristics and at an equivalent price.

Within 24 hours after placing your order, TIKKOUN will send you a confirmation email to the email address you provided.

ARTICLE 3 - DELIVERY

The User can choose to have the delivery made:

either to their home or to the address of a third party
or to a post point (in Belgium exclusively)

TIKKOUN commits to delivering the ordered items as quickly as possible. The average delivery times for available items are 3 to 7 business days.

For package pickups at post points, a valid ID is required. Without it, the ordered items cannot be delivered.

Your package will be held for 10 days at the post point, after which it will be returned to us. Any delivery issues (missing or damaged items) must be reported within 48 hours by calling +32 (0) 477.991.768. The corresponding returned item must then reach us within 14 days after receipt, requesting an exchange or refund.

Shipping and delivery fees are entirely at the consumer's expense, regardless of the delivery zone.

ARTICLE 4 - PAYMENT METHODS

When validating the order, you can choose one of the following payment methods (all are fully secured: the server is encrypted, and all information is coded. Nothing is transmitted in clear text on our site.)

By Credit Card

You provide your Visa or Mastercard number, control number, and expiration date. The withdrawal occurs after the invoicing of your items, according to the terms agreed upon with your bank.

Via Your PAYPAL Account

In any case, TIKKOUN reserves the right to refuse any order or delivery in the event of:

- Existing dispute with the User
- Total or partial non-payment of a previous order by the User
- Refusal of credit card payment authorization by banking institutions

ARTICLE 5 – PRICES/USE OF THE SITE

The prices of our items are guaranteed until December 31 of the current year. TIKKOUN reserves the right to adjust its prices in case of changes in VAT rates. TIKKOUN expressly reserves the right to modify and/or correct its prices at the time of invoicing to account for any computer or display error related to the distance selling technique via the Internet.

TIKKOUN guarantees that the elements, services, and functionalities made available to the User, if used according to the given instructions, are substantially in line with generally accepted standards and that the software and all elements created by TIKKOUN and made available to the User respect third-party rights and, in general, are not unlawful.

TIKKOUN is generally only subject to a best-effort obligation. TIKKOUN will in no way be held responsible for any direct or indirect damages incurred by the User in connection with the use of the website and/or its content. Likewise, TIKKOUN is only responsible for its fraud or gross negligence. It is not responsible for the fraud or gross negligence of its employees, principals, and generally its subcontractors and executing agents.

The User shall also indemnify TIKKOUN against any claim in any of the following cases:

Loss of business opportunities or revenue related to the operation or non-operation, or the use or non-use of the website, or the content found or to be found on it

Illegal or unauthorized intrusion by any third party into the web server

Introduction of a computer virus into the web server or website

Temporary bandwidth congestion

Interruption of the Internet connection service for a reason beyond TIKKOUN's control

The User accepts that the elements/functions/graphical charters, etc., offered on the website are subject to change. Thus, some functions will be removed, and others added without the User being able to make any particular claim.

Similarly, TIKKOUN will alone decide on the appropriateness of including/removing any content presented on the website. Finally, TIKKOUN reserves the right, at any time and for any reason, to modify or temporarily or

permanently interrupt all or part of access to the website without prior notice to the User.

This will be the case, for example, in the event of website maintenance or significant changes to the services and/or functionalities offered. TIKKOUN cannot be held responsible for any direct or indirect damage related to a modification, suspension, or interruption of access to the website, for any reason.

Note: Unless otherwise stated, the discounts offered by TIKKOUN are only valid during the period indicated from the date of publication of the offer.

ARTICLE 6 - RETURNS/EXCHANGES/WARRANTIES

If one of your items does not meet your expectations, TIKKOUN commits to exchanging it or refunding you, provided that the item is in its original packaging and that the reasons for the return are clearly indicated on the document to be included with the package. Processing and payment fees remain due even in the event of a complete return of the package. TIP: To make your life easier when returning an item, TIKKOUN offers to refund you directly via bank transfer. To take advantage of this convenient, safe, and fast service, simply provide your IBAN account number on the return form accompanying the returned items, and we will process the transfer as soon as possible.

All returns must be made within 14 days by sending the prepaid package to TIKKOUN, 23 Montagne de Saint-Job, B-1180 Brussels, Belgium.

The User must have the proof of reshipment validated by the Post Office.

Damaged or soiled items cannot be returned.

In the case of abusive returns, TIKKOUN reserves the right to refuse a subsequent order. If the product cannot be replaced, you will receive a credit note equal to the value of your item price.

ARTICLE 7 - SIGNATURE AND PROOF

Any user of the site who does not have a client account must follow a registration procedure allowing them to obtain their client number. In all cases, the final validation of the order implies the User's acceptance of it in its entirety and at the indicated price. This validation constitutes a signature and express acceptance of all operations carried out on the site. The User has the right to notify the seller that they are canceling the purchase without penalty and without providing reasons, within 14 business days from the day after the product's delivery.

ARTICLE 8 - LIABILITY

TIKKOUN is only bound by a best-effort obligation at all stages of access to the site, the order process, delivery, or subsequent services.

TIKKOUN's liability cannot be engaged for any inconveniences or damages inherent to the use of the Internet, including service interruption, external intrusion, or the presence of computer viruses, or any event qualified as force majeure, in accordance with case law.

The ordered items are shipped by regular postal services or by carrier. TIKKOUN, therefore, declines all responsibility in case of excessively long delivery times due to postal services or transportation, as well as in case of loss of the ordered items or strikes. The risks of transport are borne by the User, who must make the usual claims to postal services or the carrier.

Moreover, it is specified that the ownership of the ordered items will only be transferred to the User upon full payment of the invoiced price, including the processing and shipping fees.

ARTICLE 9 - PRIVACY POLICY

TIKKOUN reserves the right to collect data about the user, particularly when placing an order or through the use of cookies (small files sent by an Internet server that are stored on your computer's hard drive. They keep track of the websites visited and contain certain information about this visit).

All personal data is intended for the internal use of TIKKOUN.

This data will not be communicated to third parties under any circumstances.

In accordance with the Law of December 8, 1992, on the protection of privacy with regard to the processing of personal data, you have the right to access and correct this data at any time, as well as the right to object if you no longer wish to be informed about our activities.

To exercise this right, please write to us at TIKKOUN - Privacy, 23 Montagne de Saint-Job, 1180 Brussels, Belgium, specifying your contact details.

Additional information regarding privacy protection in computerized processing can be obtained from the public registry (Commission for the Protection of Privacy, Rue Haute 139, 1000 Brussels, or on the website <http://privacy.fgov.be>).

LINKS AND SITE CONTENT

The TIKKOUN site contains links to websites that do not belong to it. TIKKOUN cannot be held responsible for the content of these sites nor for the consequences of your use of them.

The information published on our site is regularly updated and verified. However, TIKKOUN cannot be held responsible for errors or potential direct or indirect damages that may result from your access to or use of this site, or from damage or viruses that could affect your computer or other IT equipment. In accordance with the law of January 6, 1978, the user has the right to access and correct the data concerning them.

ARTICLE 10 - INTELLECTUAL PROPERTY

The user acknowledges and agrees that the TIKKOUN brand, the rights to TIKKOUN's article designs, and, more generally, all intellectual property rights related to TIKKOUN's articles are and will remain the exclusive property of TIKKOUN. TIKKOUN articles cannot be reproduced in any way without the express and prior authorization of TIKKOUN.

Moreover, all elements of the TIKKOUN website, whether visual or audio, including the underlying technology, are protected by copyright, trademarks, or patents, and more generally by intellectual property rights. They are the exclusive property of TIKKOUN's creator.

Information, logos, designs, trademarks, models, slogans, graphic charters, and, more generally, the advertisements and their content accessible through the website are protected by intellectual and/or industrial property rights.

Unless expressly authorized by TIKKOUN and/or the concerned third party, the user is not authorized to modify, reproduce, rent, borrow, sell, distribute, or create derivative works based in whole or in part on the elements present on the website. Consequently, it is prohibited (and the user may not grant authorization to another party) to copy, modify, create a derivative work, reverse engineer, disassemble, or otherwise attempt to find the source code, sell, assign, sublicense, or transfer in any way any right related to the website and its content.

The user is expressly referred to the national provisions related to the protection of databases and computer programs, particularly the laws of August 31, 1998, on the legal protection of databases and June 30, 1994, on the legal protection of computer programs.

Any user with a personal website who wishes to place, for personal use, a simple link directly to the home page of the TIKKOUN site (<https://www.tikkoun.be>) must obtain permission from TIKKOUN.

This will not constitute an implicit affiliation agreement.

However, any hyperlink directing to the TIKKOUN site and using framing or in-line linking techniques is strictly prohibited.

In any case, any link, even tacitly authorized, must be removed upon simple request from TIKKOUN. They are the exclusive property of TIKKOUN's creator.

ARTICLE 11 - NULLITY

If one of the clauses of this contract is rendered null and void by a change in legislation, regulation, or by a court decision, this will not in any way affect the validity and enforceability of these general terms and conditions of sale.

ARTICLE 12 - DURATION

These conditions apply throughout the duration of the services offered by TIKKOUN.

ARTICLE 13 - EVIDENCE

Computerized records, kept in TIKKOUN's and its partners' computer systems under reasonable security conditions, will be considered proof of communications, orders, and payments between the parties.

ARTICLE 14 - PRESERVATION AND ARCHIVING OF TRANSACTIONS

The archiving of order slips and invoices is carried out on a reliable and durable medium, ensuring it corresponds to a faithful and durable copy.

ARTICLE 15 - MISCELLANEOUS

The articles sold by TIKKOUN conform to the description and presentation given on the site. Except in the case of a contrary contractual or legal provision, any operation carried out between TIKKOUN and the user, not contested within a month of delivery, cannot give rise to a claim.

ARTICLE 16 - APPLICABLE LAW AND JURISDICTION

These conditions are subject to Belgian law, excluding conflict of law rules. In case of dispute, Belgian law applies, and only the courts of the judicial district of Brussels have jurisdiction.