

MÖDERE™

GENERAL TERMS
AND CONDITIONS

INTRODUCTION

Welcome to the Shifting Retail website operated by Modere Europe!

Modere Europe BVBA (hereafter “we”, “our”, “us” or “Shiftingretail”) provide services and products to you when you visit or shop on www.shiftingretail.eu (the “Site”) or use software provided by Modere in connection with our products and services. We provide these services and sell our products subject to the conditions that are outlined here:

[CONDITIONS OF USE](#)

[CONDITIONS OF SALE](#)

Modere understands that online privacy is very important to you. We have adopted this Privacy and Cookie Policy as part of our commitment to your privacy:

[PRIVACY AND COOKIE POLICY](#)

The Conditions of Use and the Conditions of Sale along with any other Modere policies, guidelines and conditions are what is called the “Agreement”.

CONDITIONS OF USE

Please read these Conditions of Use carefully before using our Site and our services. By accessing, browsing or otherwise using our Site and by using our services you agree that you are bound not only by the Conditions of Use but by the entire Agreement as defined above.

USE OF THE SITE

The Site is intended for use by adults as of the age of 18. When you use the Site, you state that you are 18 years of age or older. In the event we become aware you are under 18, we will cancel your account.

Subject to the Agreement, we grant you a limited, revocable, non-transferable and non-exclusive licence to access and use the Site by displaying it on your internet browser only for the purpose of shopping for personal items sold on the Site and not for any commercial use or use on behalf of any third party, except as explicitly permitted by us in advance. Any breach of the Agreement shall result in the immediate revocation of the licence granted in this paragraph without notice to you.

Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit this Site or any portion of it unless expressly permitted by Modere in writing. You may not make any commercial use of any of the information provided on the Site or make any use of the Site for the benefit of another business unless explicitly permitted by us in advance.

Modere reserves the right to refuse service, terminate accounts, and/or cancel orders at its discretion, including, without limitation, in a situation where Modere believes that user conduct violates applicable law or is harmful to its interests.

We reserve the right to investigate and take appropriate action, including legal action, in our sole discretion, against anyone who violates this Agreement, including without limitation, by removing any User Content posted in violation of the Agreement, terminating the registration of such violators or blocking such violator’s use of the Site.

You agree that you will not upload to, distribute, or otherwise publish through this Site any content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libellous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under Belgium or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties.

Content provided on this Site is solely for informational purposes and not a substitute for medical advice. The Site does not provide medical advice. It is your sole responsibility to consult a licensed physician or qualified health care professional for advice, diagnosis, and/or treatment of any health related condition. If you need immediate medical attention, contact your physician or local emergency medical professionals without delay. Submissions or opinions expressed on this Site are that of the individual expressing such submission or opinion and may not reflect our opinions.

CHANGES TO THE SHIFTINGRETAIL SITE

You agree and understand that the Site, including any and all features available via the Site and any User Content (as defined below), may be modified by us, in our sole discretion, at any time without prior notice. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Site implemented after your initial access to the Site shall be subject to the Agreement.

YOUR ACCOUNT

In order to access some features of the Site, you may be required to register as a Social Marketer, and provide us with an e-mail address ("ID" and create a password. If you register, you agree to provide us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information. You may not: (i) access an account controlled by another person with the intent to impersonate that person, or (ii) use as a user ID a name subject to any rights of a person other than yourself without appropriate authorisation. Failure to comply with the terms of this paragraph shall constitute a material breach of the Agreement, which may result in immediate termination of your account. In addition, we reserve the right to refuse registration of, or cancel a user ID in our discretion if you are in breach of these Conditions of Use or any other applicable terms and conditions.

By providing Shiftingretail your email address, you consent to our using that email address to send you service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the service and special offers.

SECURE PASSWORD GUIDELINES

We recommend the following guidelines when establishing your Site password:

- At least 8 characters
- At least 1 uppercase letter (A-Z)
- At least 1 lowercase letter (a-z)
- At least 1 numeric value (0-9)

It is also a sound practice to differentiate passwords across multiple online accounts. Using the same credentials for multiple online accounts creates the potential for security breaches.

Each time you use your user ID and password to access your Site account, you will be deemed to be authorised to access and use the Site in a manner consistent with the Agreement, and we have no obligation to investigate the authorisation or source of any such access or use of the Site. You will be solely responsible for all access to and use of this site by anyone using the user ID and password assigned to you whether or not such access to and use of this site is actually authorised by you, including without limitation, all communications and transmissions and all obligations (including without limitation financial obligations) incurred through such access or use. You are solely responsible for protecting the security and confidentiality of the user ID and password assigned to you. You will immediately notify us of any unauthorised use of your user ID and password or any other breach or threatened breach of this Site's security.

REVIEWS AND COMMENTS

Anything that you submit or post to the Site and/or provide us, including without limitation, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively, “submissions”) is and will be treated as non-confidential and non-proprietary, and we shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such submissions. All submissions shall automatically become our sole and exclusive property and shall not be returned to you.

In addition to the rights applicable to any submission, when you post comments or reviews to the Site, you also grant us the right to use the name that you submit with any review, comment, or other Content, if any, in connection with such review, comment, or other content. You represent and warrant that you own or otherwise control all of the rights to the reviews, comments and other Content that you post on this Site and that use of your reviews, comments, or other Content by us will not infringe upon or violate the rights of any third party. You shall not use a false email address, pretend to be someone other than yourself or otherwise mislead us or third parties as to the origin of any submissions or Content. We may, but shall not be obligated to, remove or edit any submissions (including comments or reviews) for any reason.

INTELLECTUAL PROPERTY

All text, graphics, button icons, images, audio clips, and software (collectively, “Content”), belongs exclusively to Modere, or its affiliates. The collection, arrangement, and assembly of all Content on this Site (the “Compilation”) belongs exclusively to Modere or its affiliates. All software used on this Site (the “Software”) is the property of Modere, its affiliates or its Software suppliers. The Content, the Compilation and the Software are all protected by applicable copyright laws. “MODERE”, “SHIFTINGRETAIL”, shiftingretail.eu and other logos, slogans, trade names, domain names or words are or consist of registered trademarks, trademarks or service marks of Modere, its affiliates or suppliers.

The use of any of our trademarks or service marks without our express written consent is strictly prohibited. You may not use our trademarks or service marks in connection with any product or service in any way that is likely to cause confusion. You may not use our trademarks or service marks in any manner that disparages or discredits us. You may not use any of our trademarks or service marks in meta tags without prior explicit consent.

TERMINATION AND EFFECT OF TERMINATION

In addition to any other legal or equitable remedies, we may, without prior notice to you, immediately terminate this Agreement or revoke any or all of your rights granted under this Agreement. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and we shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part. Any termination of this Agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

DISCLAIMER AND LIMITATION OF LIABILITY

This Site, the products offered for sale on it and the transactions conducted through it are provided by us on an “as is” basis. We make no representations or warranties of any kind, expressed or implied, as to the operation of the Site or the information, content, materials, or products included on this Site. Except for any warranties that are expressly provided, to the full extent permissible by applicable law, we disclaim all warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, non-infringement, title, data accuracy and system integration. This Site may include inaccuracies, mistakes or typographical errors. We do not warrant that the content will be uninterrupted or error free. To the maximum extent permitted by law, we will not be liable for any damages of any kind arising from the use of this Site, including, but not limited to indirect, incidental, punitive, exemplary, special or consequential damages.

APPLICABLE LAW

The laws of Belgium will govern these disclaimers and all terms and conditions of the Agreement, without giving effect to any principles of conflicts of laws.

CONDITIONS OF SALE

INTRODUCTION

These Conditions of Sale govern the sale of products by Modere Europe BVBA (“Modere”, “us”, “we”) to you via www.shiftingretail.eu (the “Site”). They are an integral part of the Agreement between Modere and you when you shop on our Site. Please read these Conditions of Sale carefully prior to placing product orders via our Site. By purchasing products from our Site or using our Site in any other way you agree with the conditions explained in this and other documents that are part of the Agreement.

PAYMENT METHODS AND CURRENCY

We offer a number of payment methods:

- Maestro;
- VISA credit/debit card;
- VISA Carte Bleue;
- Mastercard credit/debit card;
- direct debit for residents of Germany, the Netherlands and Austria who have a bank account in one of these countries.

The “My Account” area of the website offers the possibility to store certain payment data securely.

If you have a billing address in the United Kingdom including Northern Ireland, the Isle of Man, Guernsey or Jersey, we will charge you for your order in Pound Sterling. If you have a billing address in any other European location served by Modere we will charge you for your order in Euro.

THE ORDER PROCESS

Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.

Your order constitutes an offer to Modere to buy the product(s) in your order. When you successfully place an order to purchase one or more products from Modere, we will send you an order confirmation email confirming our receipt of your order and containing the details of your order. This order confirmation email is acknowledgement that we have received your order and does not confirm acceptance of your offer to buy the product(s) ordered. We only accept your offer and conclude the contract of sale for a product by you when we dispatch the product to you. When we dispatch the order to you we will notify you via a shipment notification email. If your order is dispatched in more than one package, you may receive a separate shipment notification email for each package, and each shipment notification email and corresponding dispatch will conclude a separate contract of sale between us for the product(s) specified in that shipment notification email. Your contract is with Modere Europe BVBA. Without affecting your right of cancellation set out below, you can cancel your order for a product at no cost any time before we send the shipment notification email relating to that product. By placing orders via our Site, you consent to receive sales invoices electronically. A history of your product purchases from Modere is available in the “My Account” area of the Site.

Please note that we sell products only in quantities which correspond to the typical needs of an average household. This applies both to the number of products ordered within a single order and the placing of several orders for the same product where the individual orders comprise a quantity typical for a normal household.

Modere reserves the right to refuse a purchase from you if one of the following conditions is met:

- the ordered product is out of stock;
- you have not paid for one or more previous orders;
- the approval of the payment for the purchase has been refused by the purchaser’s financial institution.

Before your order payable by debit or credit card can be accepted, the debit or credit card details you provide to us will be validated. Payment will be debited from your card before dispatch of your order. All cardholders are subject to validation checks and authorisation by the card issuer. If your card issuer refuses to authorise payment, we will not be liable for delay or non-delivery of your order.

AVAILABILITY AND PRICING

The inventory of our products and the corresponding prices are valid on the day the Site is visited.

Modere reserves the right to discontinue without prior warning the sale of any of its products, to change its product ranges or to change the prices of its products with the understanding that the changes will not have any impact on the purchases you made and were accepted by Modere prior to the change. We will inform you by email as soon as possible if any products you wished to order are not or no longer available and you will not be charged for these products.

If a product in a product collection is out of stock, Modere reserves the right to replace that product by a product of the same category. Modere may also decide to ship the missing product at a later date. In that case, we will add a note to your parcel that informs you of this procedure. If neither of the previous two alternatives are possible, we will refund your account with the price of the missing product and advise you via email. No other compensation will be provided.

All of our products are subject to an expiry date which you will find on the container in which the product is delivered. We guarantee a minimum shelf-life of two (2) months on the products we sell on our Site but make every effort to sell products with a longer shelf-life.

Some of our products may not be shipped to particular countries. Our Site will make you aware of this when you order a product that is not available for the destination you have selected.

Prices displayed in the order process on our Site are total prices and include, unless specified otherwise, the legally applicable VAT for each individual item in your order that is shipped to a member country of the European Union. VAT will not be charged by us on products that are shipped to a country that is not a member country of the European Union. See the section on "Shipping" for further details.

Despite our best efforts, a small number of our products may be mispriced on our Site. We will verify pricing when processing your order and before concluding the contract. If we have made a mistake and a product's correct price is higher than the price on the website, we may either contact you before shipment of the package to request whether you want to buy the product at the correct price or cancel the purchase of the product. If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product.

This Site may be accessed from countries other than those served by Modere. This Site may contain products or references to products that are not available outside of the countries served by Modere. Any such references do not imply that such products will be made available outside the countries served by Modere. If you access and use this Site outside the countries served by Modere you are responsible for complying with your local laws and regulations.

ABOUT SHIPPING

Modere serves and ships to the following destinations: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Finland, mainland France and Corsica, Germany, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, mainland Spain and Ibiza and Mallorca, Sweden, Switzerland, The Netherlands, and the United Kingdom including the Isle of Man, Guernsey and Jersey.

When you have Modere product shipped to a destination that is not a member of the European Union, you should expect to bear the cost of customs and/or import duties prior to or upon delivery of the product. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from Modere, you are considered the

importer of record and must comply with all laws and regulations of the destination in which the product is received. Your privacy is important to us and we would like you to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

For our standard delivery service, our carriers are held to deliver parcels within five (5) working days. These five (5) working days do not include Saturdays and Sundays, and public holidays observed in The Netherlands, the country of our warehouse and distribution centre, and in the countries of delivery.

ABOUT YOUR RIGHT OF CANCELLATION

Without prejudice to your statutory rights, you may cancel your order without giving any reason within 30 days of shipment of your order. You must inform Modere of your decision to cancel your order. To obtain a refund, you must return the goods to us within 14 days of having received the returns authorisation form from us. We will reimburse all payments received from you for the goods you purchased and have returned to us, and will also reimburse the original delivery charges for the least expensive type of delivery offered by us, no later than 14 days from the day we have been advised of the return of your parcel to our warehouse or have received proof from you that you have returned the parcel to our warehouse. For the refund, we will use the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise.

The following procedure must be observed when you return goods to us:

- you as the purchaser of the product(s) must notify Modere via email within 30 days of shipment of your order that you would like to cancel your order or return specific products in your order;
- each product being returned must be returned in its original container;
- you must enclose in the return parcel a copy of the original invoice and the return authorisation form which we will provide to you via email;
- you must mark each parcel with the return authorisation number;
- you must ensure the safe return of the products to the return address which is our warehouse in The Netherlands specified on the return authorisation form.

You will carry the risk of loss in shipping the product(s) to us and the cost of the return.

Also without prejudice to your statutory rights, if one or more products that you ordered on our Site would prove to be defective or damaged upon delivery, you also have 30 days from shipment of the order to contact us and request either a refund or a replacement of the defective or damaged product(s). We may require proof of the damage or ask you to voluntarily participate in a survey if the defect or damage you experienced warrants this. Upon receipt of the proof of the damage or defect we will reimburse you for the price of the defective or damaged product(s) and possibly the original delivery charges for the least expensive type of delivery offered by us. If any product(s) need to be returned to us, we will reimburse the costs of the return to you.

NOT SATISFIED WITH YOUR PURCHASE?

We are sure that you will have total satisfaction from your purchase. However, Modere makes every effort to settle a complaint with respect for your statutory rights and within the shortest delay possible. You can send us any complaint via the [contact](#) form on the website or via e-mail to service@modere.eu. If you prefer to write us a letter, our address is Modere Europe BVBA, Telecomlaan 9, 1831 Diegem, Belgium. You can find our toll free and payable numbers in our [FAQ](#).

However, should you consider that a dispute related to your purchase was not resolved satisfactorily by Modere, we must inform you of alternative dispute resolution (ADR) services for consumers. For purposes of ADR consumers are defined as natural persons who are acting outside their trade, business, craft or profession. However, if the contract is concluded for purposes partly within and partly outside the person's trade, and the trade purpose is so limited as not to be predominant in the overall context of the supply, that person should also be considered as a consumer.

Consumers in the United Kingdom should contact the [Direct Selling Association](#) which operates a dispute resolution service. For details of this and of the DSA's Codes of Practice, contact Direct Selling Association, Unit 14 Mobbs Miller House, Christchurch Road, Northampton NN1 5LL,

tel. 01604 62 57 00, email: office@dsa.org.uk, or visit the DSA website www.dsa.org.uk. Consumers in France should contact the [Fédération de la Vente Directe](#), [Commission Paritaire de Médiation de la Vente Directe](#), 100, avenue du Président Kennedy, 75016 Paris, Tel.: 01 42 15 30 00, e-mail: <mailto:info@fvd.fr>. Modere is a member of these organisations and abides by their respective Codes of Conduct. Their decision is binding to Modere. Consumers who are resident in another EU member country than the United Kingdom and France who purchased from us online may opt to file their complaint via the [EU Online Dispute Resolution Platform](#) which links to individual national ADR sites in the EU. You can submit your dispute in one of the official languages of the EU. Modere is not committed to handle its consumer complaints via national ADR entities.

AMENDMENTS TO THE CONDITIONS OF SALE

We reserve the right to make changes to our website, including these Conditions of Sale at any time. You will be subject to the Conditions of Sale in force at the time that you order products from us, unless any change to the Conditions of Sale is required to be made by law or government authority (in which case it may apply to orders previously placed by you). If any of these Conditions of Sale are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining conditions.

OUR CONTACT DETAILS

Modere Europe BVBA has registered offices at Telecomlaan 9, 1831 Diegem, Belgium (company number 0893292596, VAT number BE 0893.292.596, SIRET 507563013 00014). You can use our [Contact](#) form on the website or use our email address service@modere.eu to submit queries, complaints or feedback.



Modere is a member of the [Direct Selling Association](#) in the United Kingdom.



Modere is a member of the [Fédération de la Vente Directe](#) in France.



MODERE EUROPE BVBA
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BELGIUM

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