#### Terms and conditions I. SUBJECT

This document includes (1) the Terms and Conditions or Terms of Use of the <a href="https://www.theconfidenceshop.eu">www.theconfidenceshop.eu</a> domain e-store, which govern the rules for use of <a href="https://www.theconfidenceshop.eu">www.theconfidenceshop.eu</a>, and (2) a purchase agreement through the <a href="https://www.theconfidenceshop.eu">www.theconfidenceshop.eu</a> e-store between J Shop Export Ltd. and the USER. This document contains all the information required under the provisions of Article 47 of the Consumer Protection Act in connection with the conclusion of a distance or off-premises contract.

### Supervisors:

**Data Protection Commission** 

Address. Sofia, ul. "Ivan Evstatiev Geshov" No 15

tel: (02) 940 20 46 Fax: (02) 940 3640

Email: kzld@cpdp. bg Website: www. cpdp. Bg

**Consumer Protection Commission:** 

Address. Sofia, pl. "Slavejkov" No4A, floors 3, 4 and 6

tel: 02 / 980 25 24 Fax: 02 / 988 42 18 Hotline: 0700 111 22 Email: info@kzp. bg

Website: www.kzp.bg

### **II. GENERAL PROVISIONS**

1.

These General Terms and Conditions govern the relations related to the implementation of electronic commerce within the meaning of the Electronic Commerce Act, between the provider of information society services J Shop Export Ltd., registered in the Commercial Register of the Registry Agency under UIC 205094685, VAT ID: BG207520895, with registered office and management address in Plovdiv, Plovdiv General Danail Nikolaev street, 2nd floor, contact phone 087 962 8997; 0889665885 and e-mail: n.klimentova@jorjeia.com, hereinafter referred to as J Shop Export Ltd. on the one hand and on the other hand the Recipient(s) of services, hereinafter referred to as "USER(S)", which services are provided through the domain <a href="www.theconfidenceshop.eu">www.theconfidenceshop.eu</a>, hereinafter referred to as the website or e-shop.

2.

These Terms and Conditions are binding on all USERS, and by clicking on any object, link or button on the website: <a href="www.theconfidenceshop.eu">www.theconfidenceshop.eu</a>, including the link to these Terms and Conditions, the USER is deemed to be aware of the Terms and Conditions, accepts them and undertakes to comply with them.

3.

Through the e-shop <u>www.theconfidenceshop.eu</u> J Shop Export Ltd. provides information and the possibility of online ordering, purchase and delivery by courier of a wide range of cosmetic products, the main characteristics of which, including description, weight, price, etc. can be found in their individual profiles.

4.

All information about the cosmetic products offered for sale through the e-shop, but not only their descriptions, effects, benefits, method of use, etc. is provided by the manufacturer J Shop Export Ltd.

5.

All terms and conditions relating to access to and use of this site by USERS shall be governed by the laws of the Republic of Bulgaria and by the provisions of these Terms and Conditions, and any dispute regarding use of the site shall be resolved exclusively by the Bulgarian courts.

6.

The General Terms and Conditions of the site are subject to change at any time without notice, and these changes take effect immediately and are binding on all USERS.

### **III CONDITIONS FOR REGISTRATION**

7.

Orders can be placed through one of two options:

As a "REGISTERED USER", by registering an account or

As "GUEST".

8.

9.

The registration of a profile by the USERS is a voluntary and free of charge. The registration gives the opportunity to provide the necessary information for successful shopping and delivery. When registering an account, the USER should fill in the registration form indicating personal data as follows: name, surname, address, telephone and e-mail, when a natural person or company and address, when the USER is a legal entity. It is obligatory to fill in a password for access to the account and mark that the USER agrees and accepts the conditions for data confidentiality by clicking the "Register" button. The USER completes his registration and at the same time makes an electronic statement within the meaning of the Electronic Document and Electronic Signature Act, which confirms that he is familiar with and accepts these General Terms.

10.

After successful registration, the USER is given the opportunity to change his delivery address and personal data. The registration of an account brings other additional benefits, which are published in the respective profile of the USER.

11.

The USER undertakes that the communication by electronic means satisfies his requirements to the law and he accepts it equivalent to the information transmitted on paper or orally by telephone.

IV. ORDERING AND PURCHASING PRODUCTS. PAYMENT FOR PURCHASED PRODUCTS.

11.

The USER has the right to order all products offered by the online store <a href="https://www.theconfidenceshop.eu">www.theconfidenceshop.eu</a>

12.

When placing the order, the USER has the right to choose the type of cosmetic product, the method of payment and the method of delivery, according to the options offered on the site.

## Order by phone

The USER can order the selected products by phone at the specified numbers, dictating the type, number of products, contact person, telephone and delivery address. An employee will answer all questions related to the order. After accepting the order, an employee of J Shop Export Ltd. sends the USER confirmation of the accepted order to the e-mail provided by him, and the USER undertakes to send his written consent to accept the offer.

Orders by phone are accepted every weekday from 9.00 to 18.00 on the phones 087 962 8997, 0889665885

## 14. Order by e-mail

The USER can order by e-mail by sending his order to support@theconfidenceshop.eu. The order must contain the following information - name and surname, contact person, delivery address and telephone number, as well as information about the products - name and quantities ordered. After accepting the order, an employee of J Shop Export Ltd. sends the USER confirmation of the order received by e-mail provided by him, and the USER undertakes to send his written consent to accept the offer.

### 15. Online order

Orders can be placed through one of two options: as a "REGISTERED USER" or as a "GUEST". When ordering, the USER fills in the basic data according to the options given on the site. Failure to fill in the feedback fields or publish incorrect, incorrect or inaccurate information does not bind J Shop Export Ltd. with the obligation to fulfill the order and delivery.

Select the desired products, quantity and press the "BUY" button. By pressing the "Buy" button, the
USER performs an action that is a statement of intent, binding it by virtue of the contract - him
(USER) and J Shop Export Ltd., in accordance with the terms of this document, the terms and rules of
the Protection Act. consumers.

The selected products are added to the "Basket".

Fill in the data for delivery and invoice, choose the method of delivery and method of payment. A USER who has a coupon and / or voucher can enter their codes in order to receive the preference they provide.

- 16. The USER should read and accept the General Terms and Conditions and the Privacy Policy by checking the appropriate fields in the menu "Basket", page "Pay".
- 17. Each product order through the system of <a href="www.theconfidenceshop.eu">www.theconfidenceshop.eu</a> is a subject to a payment obligation.
- 18. The indicated prices of the products published on <a href="www.theconfidenceshop.eu">www.theconfidenceshop.eu</a> are for 1 piece in Bulgarian leva with VAT charged. The price of the product does not include the delivery price.
- 19. The methods of payment available on the site are: payment in cash upon delivery (cash on delivery), bank transfer, payment by card via the Stripe platform and PayPal.
- 20. Upon payment in cash with cash on delivery of the ordered and delivered products, the USER undertakes to pay the full value according to the confirmed order at the time of delivery, the amount due being paid to a representative of the courier company delivering the ordered products.
- 22. For the payment made J Shop Export Ltd. issues an invoice under the VAT Act (tax invoices) for the purchased products. The invoice can be received on the instructions of the USER e-mail in a .pdf format or together with the goods upon delivery.

23. J Shop Export Ltd. reserves the right to make changes in the data and conditions for ordering and purchasing without notice.
V. DELIVERY
24. Deliveries are made on the territory of the Republic of Bulgaria by a courier company hired by J Shop Export Ltd. The delivery service is performed by the courier company Econt and Speedy.
25. The USER can choose one of the two delivery options: delivery to the USER's address and delivery to the office of the courier company Speedy / Econt.
26. Upon delivery to the address of the USER, he undertakes to provide access and a contact person to accept the ordered products. If the USER (or a person authorized by him) is not found at the agreed time of delivery and can not be contacted by phone at the time of delivery, the shipment is returned to the courier's office at the request of the USER.
27. Delivery to the address is made by courier from Monday to Friday between 9.00 and 17.00 (Saturday until 14.00.). Deliveries are not made on Sundays and national holidays.
28. The standard delivery time is from 1 (one) to 3 (three) working days from the date of sending the delivery. J Shop Export Ltd. is not responsible for delayed shipment over these days, due to the fault of the courier company.
29. Orders registered after 16.00 hours on working days shall be prepared on the next working day. All orders from Saturday and Sunday are processed on Monday.

30. THE SHIPMENT is handed over to the USER who made the order personally or in his absence to a person who has undertaken to hand it over to the courier. This circumstance is noted on the bill of lading.
31. Delivery costs are paid by the USER, and the price depends on its location and the selected delivery option.
33. J Shop Export Ltd. or a representative of the courier company undertakes to notify the consumer by phone or e-mail if there are sudden circumstances that prevent the timely execution of the delivery.
34. J Shop Export Ltd. may refuse delivery of a confirmed order if it turns out that the goods are not available.
35. After delivery of the goods by courier, all risks arising from the delivery of the goods pass to the USERS.
36. In case of incorrect address, telephone number, contact person, as well as all other circumstances for which the USERS were obliged to do what is necessary in view of the possibility to deliver the goods and in case of subsequent impossibility to actually deliver the goods, J Shop Export Ltd. releases from its obligations arising from the order and delivery of the goods.
37. Upon delivery of the products the USER signs and receives a copy of the accompanying documents for delivery - bill of lading from the respective courier. USERS provide real access and opportunity to receive the ordered products.
38. In case the USER has chosen the option - delivery to Speedy's/Econt's office, but did not show up at the courier company's office within the deadline and the shipment has returned to the J Shop Export Ltd. office, it is added to the black list. The rating list of the clients and his access to the services provided by J Shop Export Ltd. is limited.

VI. CANCELLATION OF ORDER AND REIMBURSEMENT OF PAID AMOUNT
39. On the grounds of art. 55, para 1 of the Consumer Protection Act within 14 days of delivery, the USER has the right without paying compensation or penalty and without stating a reason to withdraw from the order (contract), returning the ordered goods under the following conditions:
39.1. The USER should inform J Shop Export Ltd. in advance by the following e-mail: support@theconfidenceshop.eu, n.klimentova@jorjeia.com that pursuant to Art. 55, para 1 CPA shall withdraw from the contract, obligatorily indicating when it will return the purchased products. The products can be returned only to the address: Plovdiv, 39 General Danail Nikolaev, 2nd floor.
39.2. The products should be in their original packaging and the packaging should not be printed, incl. the sticker guaranteeing the integrity of the packaging must not be peeled off and / or cut off;
39.3. There should be no traces of use on the products, their appearance should not be damaged, there should be no staining on the packaging
39.4. Refused products must be accompanied by proof of purchase - courier bill of lading or invoice
40. All transport and other costs for the return of the products are entirely at the expense of the USER. Until the return of the products by the USER to J Shop Export Ltd., the risk of accidental loss or damage is borne entirely by the USER. In case the USER exercises his right under Art. 55, para 1 of the CPA at provided that he has fulfilled the above conditions, J Shop Export Ltd. is obliged to refund the price paid by bank transfer, within 30 (thirty) calendar days from the return of the goods. The delivery amount is non-refundable.

41. No refunds will be given for products returned after the 14th day of their receipt by the USER, damaged, used products or those with damaged packaging.
VII. COMPLAINTS
42. Complaints of products purchased by J Shop Export Ltd. shall be made in accordance with the terms and conditions of Art. 122 et seq. Of the Consumer Protection Act.
43. The USER has the right to file a complaint in case of defects in the product and inconsistency between the products announced on the site and the delivered, expressed in: difference in the type of delivered product, price or trademark.
44. The filing of the complaint is done in writing by filling in a complaint form, which should be sent to e-mail: <a href="mailto:support@theconfidenceshop.eu">support@theconfidenceshop.eu</a> , n.klimentova@jorjeia.com. The data for the complaint form must contain:
Name and surname of the USER;
Address and contact telephone number;
No and date of the order;
Date of receipt by courier;
Number of the document certifying the purchase (receipt / invoice)

The subject of the complaint;
The amount of the claimed amount;
The way of satisfying the complaint preferred by the USER;
Bank account for refund of amounts due.
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45. Upon filing a complaint, the USER may exercise one of the following claims at his choice: Return of the product and refund:
J Shop Export Ltd. "refunds the amount (excluding transport) to the bank account provided by the USER within 30 (thirty) working days from the date on which the USER has filed a complaint. In this case, the contract between J Shop Export Ltd. and the USER is terminated. The USER cannot claim for cancellation of the contract if the non-compliance of the consumer goods with the contract is insignificant.
Replacement of the product with another, corresponding to the agreed:
J Shop Export Ltd. replaces the advertised product with a new one within 14 days from the date of delivery. If the product chosen for replacement is no longer available and another choice is required, the USER has 30 days to indicate the type. After the expiration of this period, the customer will be returned the product he originally paid for.

- 46. In the shipment sent back, in addition to the original of the return form of the purchased product, the proof of purchase (receipt, invoice) must be attached. It is a mandatory condition that the purchased products are in good commercial condition, without damaged packaging and without being used (printing and / or removing the security sticker is considered to be damaged integrity of the packaging).
- 47. The product can be returned to the J Shop Export Ltd. office by courier. The transport costs are at the expense of the USER and are not refundable. Shipments sent by cash on delivery are not accepted. After receiving the returned product and reviewing it (information about which will be sent by e-mail to the USER), the value excluding transport costs is refunded to the bank account specified by the USER.
- 48. A product whose complaint cannot be accepted (eg: if it is sent after the CPA, if it is not accompanied by a receipt / invoice, if unpacked) will be sent back to the USER at his expense.
- 49. When filing a complaint, J Shop Export Ltd. must describe it in the register, and the USER is issued a document containing the date, number under which the complaint is entered in the register, type of goods and signature of the person who accepted the complaint.
- 50. When J Shop Export Ltd. satisfies a complaint, it issues an act to that effect, which is drawn up in two copies, and provides one copy to the USER.
- VIII. PERSONAL DATA ADMINISTRATION, PRIVACY POLICIES AND PERSONAL DATA PROTECTION 51. J Shop Export Ltd. is committed to ensuring the confidentiality of non-public information and personal

data provided by all USERS and by all visitors and users of the online store www.theconfidenceshop.eu

The personal data provided by the USERS are administered entirely by J Shop Export Ltd., entered in the Commercial Register at the Registry Agency under UIC205094685, VAT ID: BG207520895, with registered office and address of management Plovdiv, 39 General Danail Nikolaev, 2nd floor, contact

phone 087 962 8997; 0889665885 and e-mail: n.klimentova@jorjeia.com, support@theconfidenceshop.eu

52. USERS voluntarily provide the following personal data:

Client data required for registration - name, surname, e-mail, phone and password. The data are necessary for the USER to access his personal profile in order to be identified by J Shop Export Ltd. and for correspondence. The registration data is stored on the server of <a href="https://www.theconfidenceshop.eu">www.theconfidenceshop.eu</a> for an indefinite period of time. In order for the USER to refuse to store his data, he should state this by e-mail n.klimentova@jorjeia.com, <a href="mailto:support@theconfidenceshop.eu">support@theconfidenceshop.eu</a>

Customer data required for order and delivery - name, surname, e-mail, delivery address and contact phone number. They are also provided to courier companies for the purpose of deliveries. The registration data is stored on the server of <a href="www.theconfidenceshop.eu">www.theconfidenceshop.eu</a> indefinitely. In order for the USER to refuse to store his data, he should state this by e-mail n.klimentova@jorjeia.com, support@theconfidenceshop.eu.

Other data - in addition to the above information, J Shop Export Ltd. collects information indirectly through the use of cookies, discussed below in these General Terms.

- 53. USERS are obliged to provide reliable information and data related to ensuring the delivery of products and notify J Shop Export Ltd. immediately if they are unable to receive them. In case of changes in the information provided under item 52, the USERS are obliged to update their data in a timely manner.
- 54. USERS are obliged to immediately notify J Shop Export Ltd. of any unauthorized access to their data, as well as of all actions related to the use of their username and password.
- 55. J Shop Export Ltd. may use personal data only for the purposes of the services provided by the company, and the same are not provided to third parties in any way. J Shop Export Ltd.

does not make commercial transactions or other type of transfer to third parties of personal data of USERS.

- 56. J Shop Export Ltd. may provide personal data only in cases where this is required by law or when such data are required by the judiciary and the police in order to prevent and / or detect a crime.
- IX. TAKING DUE CARE. RESPONSIBILITY. LIMITATION OF LIABILITY
- 57. J Shop Export Ltd. undertakes to comply with the agreements with the USERS with due care.
- 58. J Shop Export Ltd. has taken all necessary factual and legal measures to ensure the accuracy and completeness of the information on the website <a href="www.theconfidenceshop.eu">www.theconfidenceshop.eu</a>, as well as the absence of misleading data. However, J Shop Export Ltd. does not guarantee the accuracy and completeness of the content on the site. All product descriptions posted on the pages of <a href="www.theconfidenceshop.eu">www.theconfidenceshop.eu</a> correspond to the information provided by the manufacturer J Shop Export Ltd. Bulgaria
- 59. J Shop Export Ltd. reserves the right to make possible errors in the description of the products. The photos are examples and serve to present the cosmetic products shown in them.
- 60. The use of the site, as well as the actions taken by the USER in this regard, are the sole responsibility of the USER.
- 61. The site <a href="https://www.theconfidenceshop.eu">www.theconfidenceshop.eu</a> is operated by J Shop Export Ltd. in the form in which it is presented. In this regard, under no circumstances will J Shop Export Ltd. or its employees, suppliers and / or other third parties involved in the creation of the site be liable for any damages (including but not limited to direct damages). , indirect, punitive, special, caused and / or consequential damages, damages from lost profits, etc.), caused in any way related to or resulting from the use, inability to use or lack of access to the site or material , published in it, as well as handling it (including technical problems)
- 62. J Shop Export Ltd. is not responsible for the non-fulfillment of any of its obligations arising from these General Terms and Conditions, when this non-fulfillment is caused by force majeure or other reason,

incl. but not exhaustively - malicious actions, accidental events, problems in the global network and all other circumstances that are beyond the limits and capabilities of J Shop Export Ltd.. As long as the force majeure lasts, as well as all the other circumstances mentioned above, the performance of J Shop Export Ltd.'s obligations and related counter-obligations shall be suspended.

63. J Shop Export Ltd. is not responsible for the sudden depletion of stocks of cosmetic products offered for sale.

### X. INTELLECTUAL PROPERTY

- 64. When using the services offered by the online store <a href="www.theconfidenceshop.eu">www.theconfidenceshop.eu</a>, the USER has access to content, materials and resources that are subject to copyright or other intellectual property rights of J Shop Export Ltd. or to persons who have granted such rights to J Shop Export Ltd. The USER has access to the content for personal use in accordance with these Terms and Conditions and has no right to use, record, store, reproduce, modify, adapt or publicly distribute intellectual property that has become available to him using electronic store <a href="www.theconfidenceshop.eu">www.theconfidenceshop.eu</a>
- 65. The users of <u>www.theconfidenceshop.eu</u> have no right to copy, distribute and / or use texts and images from the site without the express written consent of J Shop Export Ltd.
- 66. When quoting text, illustrations or design elements of <u>www.theconfidenceshop.eu</u>, or sharing them on social networks, it is mandatory to mention the e-shop as a source.
- XI. AMENDMENT AND ACCESS TO THE GENERAL TERMS
- 67. Changes in these General Terms and Conditions may be made by J Shop Export Ltd. both in order to improve the quality of services provided and / or the introduction of new ones, and due to changes in Bulgarian legislation.
- 68. When making changes to the General Terms and Conditions, J Shop Export Ltd. brings to the notice of the USERS the changes made by publishing them on the website <a href="https://www.theconfidenceshop.eu">www.theconfidenceshop.eu</a>

# XII. TERMINATION

59. These general terms and conditions and the contract concluded between the USER and J Shop Export Ltd. are terminated in the following cases:	
Upon termination and declaration of liquidation or declaration of bankruptcy of one of the parties to the contract;	
By mutual agreement of the parties in writing;	
Unilaterally, with notice from each of the parties in case of non-fulfillment of the obligations  of the other party;	
In case of objective impossibility of any of the parties to the contract to fulfill its obligations;	
In case of seizure or sealing of the equipment by state bodies;	
In case of deletion of the USER's registration on the <a href="www.theconfidenceshop.eu">www.theconfidenceshop.eu</a> website. In this case, the	า
concluded but not executed contracts of sale remain in force and are subject to execution;	
In case of exercising the right of refusal according to art. 55, para. 1 of the Consumer	

# Protection Act. XIII. OTHER TERMS

70. The possible invalidity of any of the provisions of these General Terms and Conditions will not lead to the invalidity of the entire contract.
1. The laws of the Republic of Bulgaria shall apply to the issues not settled in these General Terms nd Conditions, related to the implementation and interpretation of this contract of sale between ne USER and J Shop Export Ltd.
2. All disputes between the parties in connection with these General Terms and Conditions will be esolved by the competent court or the Consumer Protection Commission on the territory of the epublic of Bulgaria.