

## CONDITIONS OF USE

Welcome to online store AKNOUT (the "Website").

This text defines the procedure of the Website and explains its conditions of sale. The online store AKNOUT is an e-commerce site dedicated to the national and international sale to individuals (the "Conditions of Use").

The sale of products through the website [www.agnout.pt](http://www.agnout.pt) is made by AKNOUT COSMETICS, LDA., with headquarters located in Rua Ivone Silva, Edifício Arcis, n.º 6, 4.º, 1050-124 Lisboa, NIPC 514362600.

By using the Website you agreed to these Conditions of Use. Please read them carefully. If you have any questions about the sale of product through website, you can contact us by email ([geral@agnout.com](mailto:geral@agnout.com)) or phone (+351 211 455 456).

### Prices

All items available in the Website have the selling price including VAT at the legal rate in force in Portugal, and include shipping charges for deliveries inside Portugal mainland.

### Order

To proceed with the order of one or more items, the customer should follow the usual process of buying online: use button near to the item to add to shopping cart, change the quantities if desired to purchase more than one unit of each item, and after that proceed to check out.

### Forms of Payment

Customers can choose between the following available payment methods:

- > Paypal
- > Bank transfer
- > ATM
- > VISA / MASTERCARD / AMERICAN EXPRESS

All orders that do not complete payment after 7 days of the date of order will be canceled.

Payments made through Paypal do not require payment completion proof to be sent to AKNOUT COSMETICS, LDA. After you complete your payment, we will be informed that this was successful and your order will be sent out during the same day, or on the following day, if orders are placed outside business hours in Portugal. To take advantage of this method of payment you must have established a PayPal account.

The payments made by bank transfer will only be considered valid after reception of the proof of transfer sent by email (this functionality is provided by the most of the e-banking systems), and confirmation of the amounts received on AKNOUT Cosmetics bank account. If the transfer is performed over the counter at a bank office or using an ATM, it is indispensable that the bank transfer receipt is

sent to AKNOUT COSMETICS, LDA. by e-mail, by scanning or taking a photograph of the document, for example.

For costumers in Portugal, using Portuguese **Multibanco** system, managed by **SIBS**, you can additionally choose the BANK REFERENCE payment method. If you choose this payment method using an ATM, when you finalize your order an ATM unique reference code will be generated, and you can use this unique code to pay your order at the most convenient ATM terminal or through your online Home-Banking service.

### Shipping Forms

All national orders are sent through Correios de Portugal (CTT Expresso), by registered post.

On CTT Correios de Portugal website, the tool "CTT Object Search" is available. This tool will allow you to track and locate each order from expedition to delivery

### Shipping Cost

Shipping costs are free for deliveries in Portugal, so you only pay the value of the product. For deliveries in Europe, the shipping costs total will be 2€, which will be added to your total amount due. Deliveries to countries outside the Europe, the shipping costs will be 3€. For orders over 35€, the shipping costs to Europe are free. For orders over 50€, the shipping costs to countries outside Europe are free.

### Delivery Guarantee

In the case of registered items are lost, AKNOUT COSMETICS, LDA. assumes to refund the customer in total amount of your order.

The customer is responsible for picking up your order at the Post office or pick-up point, whenever there is no one available at the indicated delivery address at the moment of delivery by the delivery company.

If the order is returned to the sender due to not have been picked up at the delivery point during the maximum holding period for the delivery point, re-shipping the order will be made after payment of the re-shipping costs.

In the case that the order is returned to the sender, due to not having been picked up in a delivery point during the maximum holding period of the delivery point, and if the customer decides to return the order and cancel the purchase, the amount paid will be refunded but the shipping costs will be deducted.

### Changes and Returns

The customer can return any item that shows manufacturing defects, and, in this case, the customer will be fully refunded in the total value and the respective shipping costs. 73100 will only accept items that are still in their original packaging, unopened and in perfect condition.

The deadline for decision change and returns is 30 days.

## **RIGHT OF FREE RESOLUTION**

The customer may terminate this agreement without justification, within fourteen (14) days after the moment that the customer or a third person designated by receive the Product.

The Customer should notify AKNOUT COSMETICS, LDA. about his decision resolve the contract through a written by letter sent to AKNOUT COSMETICS, LDA. headquarters address at Rua Ivone Silva, Edifício Arcis, n.º 6, 4.º, 1050-124 Lisboa or by email to the e-mail address (geral@aknout.com).

However, the customer can use the resolution form available in website. Any means used by the customer to communicate will be valid, as long as the resolution intention is made clear.

If the Customer decides to terminate this contract within the valid fourteen days after reception of the product, the customer will be refunded for all payments made, within a period of 14 (fourteen) days from the day that AKNOUT COSMETICS, LDA. received the deliberated right of resolution. The refund of the paid amounts will be done using the same method of payment used in the original transaction. The refund will not give rise to any additional costs.

The Customer should resend the product to AKNOUT COSMETICS, LDA. headquarters address at Rua Ivone Silva, Edifício Arcis, n.º 6, 4.º, 1050-124 Lisboa, PORTUGAL, within 14 (fourteen) days after communicating the decision of free resolution of the contract. This term will be considered complied when the Customer return the items before the expiration of 14 (fourteen) days. The costs of returning of items should be supported by the Customer.

All the products must be returned in their packaging and original conditions. AKNOUT COSMETICS, LDA., reserves the right to have a period of four (4) days from the reception of returning products to verify the condition of the products, without extending the fourteen (14) days provided for reimbursement payment, however.

You are expressly informed that the right of withdrawal does not apply to Cosmetic products that:

- Have been opened, for reasons of hygiene and health protection;
- Have been specifically made-up at your request and cannot be resold by AKNOUT COSMETICS, LDA.

In both cases mentioned above, AKNOUT COSMETICS, LDA. will:

- Not reimburse payments (including Customer's return shipping costs);
- Will require devolution of all payments already made related with the reimbursement of payments previously made by the Customer.

## **Intellectual and Industrial Property**

All content included on the Website and, in particular, trademarks, trade names, industrial designs, designs, text, photographs, graphics, logos, icons, software or any other signs susceptible of industrial and commercial use are rights of industrial and intellectual property owned by AKNOUT COSMETICS, LDA. or third parties who have authorized their inclusion on the Website.

Any use any use and / or reproduction thereof, without written express consent of AKNOUT COSMETICS, LDA. are prohibited. AKNOUT COSMETICS, LDA. reserves the right to act in accordance with applicable law in the event of fraudulent or improper use.

Any link to the Website is subject to the prior written consent of AKNOUT COSMETICS, LDA. Lack of Unable to silence the AKNOUT COSMETICS, LDA. be interpreted as an authorization.

## **Stockout**

Customers will be refunded in the full amount's that have been paid, in cases when products cannot be delivered within 14 days, due to stock exhaust.

## **Privacy Policy**

AKNOUT COSMETICS, LDA. will gather a personal database using the data provided by the customers. This data is confidential and will not be shared with third parties, nor will be used for any purpose other than the processing of orders or satisfaction enquiries. If the Customers wish so, they may, at any time, exercise the right to access, modify, update and delete your data, under Portugal's Data Protection Laws.

## **Governing Law and Jurisdiction**

All purchases under this contract and the Conditions of Use are subject to the Portuguese Law.

Any dispute or claim relating any way to your use of the Website, that may arise from the interpretation, application or execution of this contract shall be referred to the Judicial Court of Lisbon, the parties expressly waiving to any other.