

TERMS OF USE

I. DEFINITIONS

1. Platform Operator - Antym Holdings Limited, Dositheou 5, Parabuilding Block A, 1st floor, Flat/Office 102A, 1071 Nicosia, Cyprus, VAT ID number: 12321240W
1. Mailing address – Antym Holdings Limited, Dositheou 5, Parabuilding Block A, 1st floor, Flat/Office 102A, 1071 Nicosia, Cyprus,
2. E-mail address - sale@fordeals24.com
3. Order Form – a form made available by the Platform Operator on the Website, enabling the User to place an Order on the Website;
4. Password – a sequence of numeric or alpha-numeric characters specified by the User, enabling unambiguous identification and verification of the User's identity;
5. Hotline – the Platform Operator's hotline number provided on the Website (if used by the Platform Operator);
6. Consumer – the User ordering Products for purposes not directly connected with its business or professional activity;
7. User Account – an individual Internet account of the User on the Website created upon registration at the request of the User;
8. Order Confirmation – an e-mail sent by the Platform Operator to the User after submitting Order;
9. Products – Products offered by the Sellers on the Website as part of the Sales Agreement, including in particular movables, services, and vouchers;
10. Offer – a proposal to enter into an agreement for the sale of a Product, granted by the Seller, containing the terms and conditions of sale of the Product, including in particular the price and description, made available through the functionalities available on the Website;
11. Terms of Use – these Terms of Use;
12. Website – the Platform Operator's website;
13. Seller – a third party - i.e. the company or other entity that conducts business activity - selling Products on the Website, authorising the Platform Operator to act as an intermediary in the sale of Products, including in particular the presentation, sale, and delivery of Products, on behalf of and for the Seller;
14. ICT system – a set of cooperating IT devices and software ensuring processing, storing, sending, and receiving data through telecommunication networks by means of a terminal device appropriate for a given type of network within the meaning of the regulations governing telecommunication activities;
15. Provision of Services by Electronic Means/Electronic Services – the Service provided to the User by sending and receiving data via ICT systems, at the individual request of the User, without simultaneous presence of the parties, via public networks, within the meaning of the provisions governing telecommunications activities;
16. Sales Agreement – an agreement under which the Seller agrees to transfer ownership of the Product to the User and release the Product to the User and the User agrees to collect the Product and pay the price to the Seller, entered into at a distance, i.e. under an organised distance agreement system, via the Platform Operator's Website, without the simultaneous physical presence of the Seller and the User, with the exclusive use of one or more means of distance communication until the agreement has been entered into (via the website, by phone);
17. Services – services covered by these Terms of Use, including in particular providing Products offered on the Website to the User, providing the User with access to the Website, maintaining

- a User Account (if enabled by the Website and provided that the User has created the Account), and providing access to the Order Form;
18. User/Client – an adult natural person with full legal capacity using the Website or, with the consent of the statutory representative, a minor or a person without full legal capacity wishing to purchase Products via the Website;
 19. Order – the User’s statement of intent, aimed directly at entering the Sales Agreement at a distance with the Seller, submitted via the Website, specifying the type and number of Products, placed via the Order Form available on the Website, specifying the type and number of Products, placed via the Order Form available on the Website.
 20. Kit – a promotional kit of several Products offered by the Seller in various configurations, with one or more Products offered at a reduced price.

II. GENERAL PROVISIONS

1. These Terms of Use specify the rules for using the Website by the User, the rules for entering into and performing Product sales agreements, the technical requirements necessary for work with the ICT system with regard to Services, and the complaint handling procedure.
2. The Platform Operator shall not be a party to the Sales Agreement entered into between the Client and the Seller. The Platform Operator may only act as a representative of the Seller whose offer is placed on the Website.
3. By starting to use the Services, the User acknowledges reading, understanding, and full acceptance of the Terms of Use.
4. By placing an order on the Website, the User confirms that it has the legal capacity to enter into binding agreements and that it has read these Terms of User and the Platform Operator's Privacy Policy.
5. Platform Operator shall provide the following Electronic Services via the Website:
 - a. maintain a User Account on the Website (if enabled by the Website),
 - b. provide access to the Order Form,
 - c. provide marketing content and send commercial communications.
6. Minimum technical requirements necessary to work with the IT system used by the Platform Operator:
 - a. a computer with Internet access,
 - b. access to e-mail,
 - c. recommended monitor resolution: 1024x768 pixels,
 - d. web browser: Internet Explorer, version 7.0 or later, with JavaScript and cookies enabled; Mozilla Firefox, version 3.0 or later, with JavaScript and cookies enabled; or Google Chrome, version 8 or later.
7. Platform Operator shall not be obliged to provide the hardware and/or software specified above.
8. By starting to use the Services, the User:
 - a. confirms that it has read the rules of using cookies by the Platform Operator, the purpose of storing cookies, and the rules of using information by means of cookies, as defined on the Website in the Cookies Policy;
 - b. consents to the of use cookies by the Website.
9. The User shall enter accurate User data into the Website’s ICT system.

III. ENTERING INTO THE SALES AGREEMENT

1. The information placed on the Website constitutes an invitation to submit offers by Users.

2. By placing an order, the User agrees to submit an offer to enter into a sales agreement to the Seller.
3. To enter into a Product Sales Agreement, the User shall enter the Website, select a Product, and place an Order using the Order Form, following the messages and communications displayed.
4. When placing an Order, the following data shall be provided: name and surname, address (street, house number, town/city with postal code), contact phone number, e-mail, Product, place of delivery of the Product.
5. The User can modify the data entered until the Order has been placed. To modify the data, the User shall follow the messages and communications displayed on the Website.
6. The Order shall be placed by clicking on the "Click here to order" box in the Order Form.
7. The User may cancel the Order only before the Platform Operator starts processing the Order.
8. The User may obtain information on the stage of Order completion from the Platform Operator by sending a request to the Platform Operator's e-mail address or via the Platform Operator's Hotline. This provision shall not preclude the right to withdraw from the agreement as set out in section VI of these Terms of Use.
9. Upon the Order placement, the User shall receive an e-mail confirming acceptance of the Order (Order Confirmation).
10. Upon entering into the Sales Agreement, the Platform Operator shall provide the Seller with data on the Products purchased by the User and the User's data that was provided at the time of the Order to perform the Agreement.
11. Orders shall be executed within the time limit specified by the Seller in the Offer.
12. The prices under the sales agreement shall be the same as the prices established in the offer submitted by the User and accepted by the Seller.
13. The Seller shall specify the shipment costs, resulting from the chosen method of payment, on the Website.
14. The Seller may give a discount on the total cost of shipping. The Seller shall inform the User about the discount in a visible place on the Website. The discount referred to in the first sentence shall apply only to the first attempt to ship the Product to the User under a given Order. To receive the discount, the User shall make the payment for the Product ordered in a manner referred to in section IV of these Terms of Use.
15. The Seller reserves the right to arrange a special offer subject to the terms and conditions applicable to the special offer. The Seller reserves the right to end and renew the special offer at any time.
16. The Seller reserves the right to refuse to accept an Order.
17. The Seller shall immediately inform the User about the refusal of the Order and return the price if paid. The price shall be refunded within 3 days from the date of refusal of the Order.
18. The Seller shall be solely responsible for the performance of the Sales Agreement, including:
 - a. delivery of items purchased by the User,
 - b. provision of the Services requested by the User,
 - c. exercise of other contractual rights in favour of the User, in accordance with the terms of the Agreement as set out in the Offer.
19. The Platform Operator does not guarantee the completeness, usability, or legality of the

Partner's Offer. The Platform Operator shall not be responsible for the quality, safety, usability, or other features of the Products included in the Seller's Offer.

IV. PAYMENTS

1. The Product can be purchased using one of the payment methods provided by the Platform Operator. The choice of the payment method shall be made by the User.
2. If the User chooses to pay by bank transfer, payment card, or using payment system providers, the User's bank account shall be debited after placing the Order and filling in the payment form. The payment form shall be accepted by the User.
3. The User shall bear the costs of the chosen payment method.
4. The Product ordered shall remain the property of the Seller until paid in full.
5. A VAT invoice is sent or made available to the User who has entered into a sales agreement via the Website, on its request. Invoices are sent in electronic form to Users who provided the Seller with their e-mail addresses.

V. DELIVERY

1. The Product shall only be delivered if the delivery address is located in the country served, of which the User shall be informed when placing the Order.
2. The Product shall be delivered to the User via a postal operator, courier, or shipping company.
3. The Seller shall be solely responsible for the shipping or delivery of the Product purchased by the User. This shall not exclude the Seller's right to carry out the shipping or delivery through the Platform Operator or external entities (postal operator, courier, or shipping company) cooperating with the Platform Operator.
4. As a rule, the time limit for delivery of the Product to the User shall be 7 working days from the date of placing the Order by the User, unless a different time limit for delivery has been specified by the Seller in the Offer. The deadline for delivery of the Product to the User depends on the delivery company.
5. If, at the moment of placing the Order, the Product is not in the Seller's storehouse, the deadline for shipping the Product may be 7 working days, from the date on which the Product is in the Seller's storehouse, of which the User is informed by the Seller.
6. Any requests for a specific delivery time or a change in the form of payment shall be submitted to the Seller or Platform Operator by contacting electronically on the Website (using the contact form) or by email to the address indicated in section I.3. of these Terms of Use.
7. The User shall examine the shipment. In the event that the Product is damaged or any items are missing, the User shall prepare, in the presence of the carrier, a shipping damage report specifying the type of damage to the Product or items missing and the date and time of delivery. The signed report with a photograph of the damaged Product shall be sent to the Seller.
8. If it is found that:
 - a. the contents of the shipment is mechanically damaged,
 - b. the shipment is incomplete or
 - c. the content of the shipment is not consistent with the subject of the Order, the User shall have the right to refuse the shipment. In the case of shipment refusal, the User shall immediately notify the Seller about the shipment refusal to enable the Product reshipment.
9. Unjustified refusal to accept the ordered and undamaged shipment or failure to collect the shipment on time shall not constitute withdrawal from the Sales Agreement. In such a case, the User shall not be reimbursed for the costs of the first shipment and bears any costs of returning the Product to the Seller. Reshipment shall be possible upon the User's prepayment of the costs of reshipment and the costs of returning the Product to the Seller. The prepayment shall be made to the Seller's bank account. This provision shall not apply if the User withdraws from the Sales Agreement.

10. The shipment shall be delivered to the address indicated by the User. The rights of persons accepting delivery at the address indicated by the User shall not be verified. If the delivery is prevented or hindered by reason of the User providing an incorrect address or an address that has become incorrect, or because delivery is not collected, or is not immediately collected, at the address indicated by the User, the User shall bear responsibility in this respect.
11. If the Product purchased by the User is a good or service that is carried out exclusively electronically, and is not recorded on a tangible medium, the Product may be delivered electronically to the e-mail address indicated by the User. In the event of a purchase of an electronic Product, sections V.1 and V.2 of these Terms of Use shall not apply.
12. The Platform Operator may act as an intermediary between the Seller and the User in matters regarding delivery. The requests referred to in items V.5-V.8 may be submitted via the Platform Operator.

VI. RIGHT OF WITHDRAWAL

1. The User acting as a Consumer shall have the right to withdraw from the Sales Agreement within 14 days without giving any reason.
2. The period to withdraw from the Sales Agreement shall expire after 14 days from the day on which the User acting as a Consumer came into possession of the Product or on which a third party other than the carrier and indicated by the User acting as a Consumer came into possession of the Product.
3. To exercise the right to withdraw from the Sales Agreement, the User acting as a Consumer shall inform the Seller or the Platform Operator about the withdrawal by an explicit statement. The statement may be submitted in particular by letter sent by post or courier service to the Seller's mailing address or by e-mail to the Seller's or Platform Operator's e-mail address.
4. The User acting as a Consumer may use the sample withdrawal form constituting Appendix 1 to these Terms of Use. The User acting as a Consumer may also fill in and send the form of withdrawal from the Sales Agreement or any other unequivocal statement electronically on the Website (using the contact form). In such a case, the Seller shall send the User an immediate confirmation of receipt of information on withdrawal from the Sales Agreement on a durable medium (e.g. by e-mail).
5. The fourteen-day period for the User to withdraw from the Sales Agreement shall run from the date of delivery of the Product or Service.
6. To comply with the deadline for withdrawal from the Sales Agreement, the User acting as a Consumer shall send information on exercising its right to withdraw from the Sales Agreement before the deadline expires.
7. In the event of withdrawal from the agreement, the Sales Agreement shall be deemed not to have been entered into and the User shall be released from all obligations.
8. The Seller shall immediately, no later than within 14 days from the date of receipt of the User's statement of withdrawal from the agreement, return to the User all payments made by the User, including the costs of delivery of the Product (except for additional costs resulting from the method of delivery chosen by the Consumer if different than the cheapest ordinary method of delivery made available by the Seller).
9. The Seller shall reimburse the payment using the same method of payment that was used by the User, unless the User has expressly agreed to a different reimbursement method which does not involve any costs to the User.
10. If the Seller did not offer to collect the Product from the User by itself, the Seller may suspend the reimbursement of payments received from the User until the receipt of the Product or until the User provides evidence that they have been sent back, whichever occurs first.

11. If the User paid for the Product by bank transfer, the reimbursement shall be made to the bank account indicated by the User in the statement of withdrawal. If the User did not indicate a bank account number in the statement of withdrawal, the reimbursement shall be made only after the User has provided the Seller with a bank account number.
12. If the User paid for the Product on delivery (cash on delivery), the reimbursement shall be made to the bank account indicated by the User in the statement of withdrawal. If the User did not indicate a bank account number, the Seller shall send an e-mail to the User to the provided e-mail address with a request to send a bank account number intended for reimbursement or contact the User by phone.
13. The Website shall not verify a bank account or credit card used to pay for the Products ordered through the Website. The verification shall also not apply to the return of the Product price and shipping costs to the User.
14. The User shall immediately, no later than within 14 days from the date of withdrawal from the agreement, return the Product to the Seller or hand it over to a person authorised by the Seller to collect it, unless the Seller offers to collect the Product by itself. To meet the deadline, it shall be enough to return the Product before it expires. The Product shall be returned in an unchanged condition, originally packaged, with all accessories attached.
15. The Product(s) shall be returned to the Platform Operator's mailing address as set out in the contact form.
16. The return of the Product by cash on delivery shall not be accepted. Shipments by cash on delivery shall not be collected and the Product shall be deemed not to have been returned.
17. The Consumer shall be liable for the reduction in the value of the Product as a result of using the Product in a way beyond what is necessary to verify the nature, features and functioning of the Product.
18. The costs of the Consumer's withdrawal from the agreement to be borne by the Consumer shall be as follows:
 - a. if the Consumer has chosen a method of delivery other than the least expensive
 - b. standard method of delivery made available by the Seller, the Seller shall not be
 - c. obliged to reimburse the Consumer the additional costs incurred by the Consumer.
 - d. The Consumer shall bear the direct costs of returning the Product.
19. The User shall have no right of withdrawal in the case of an agreement:
 - a. where the subject of the agreement is a non-prefabricated product manufactured to the User's specifications or intended to meet individual needs of the User;
 - b. where the subject of the agreement is a product which is liable to deteriorate or expire rapidly;
 - c. where the subject of the agreement is a product that is supplied sealed and if unsealed is not suitable for return due to health protection or hygiene reasons. This applies especially to dietary supplements and cosmetics;
 - d. for the supply of digital content which is not supplied on a tangible medium if the performance has begun with the Consumer's express consent before the end of the withdrawal period.
20. The Platform Operator may act as an intermediary between the Seller and the User in matters regarding withdrawal and return of goods. The requests and actions referred to in this item VI may be carried out by the Seller via the Platform Operator.

VII. SALES OF KITS

1. Other provisions of these Terms of Use shall apply to the sales of Kits to the extent to which they are not in conflict with the provisions of this section VII.

2. Withdrawal from the Sales Agreement for the Kit, purchased through Website, shall be only possible if all Products making up the Kit are included. The Consumer's right to withdraw from the Sales Agreement for some of the Products included in the Kit shall be excluded.
3. The provision of item 2 shall apply mutatis mutandis to the Consumer's claims under statutory warranty, guarantee, complaint, or any other entitlement to return the Kit or demand a price reduction.

VIII. COMPLAINT HANDLING PROCEDURE

1. The Seller is legally obliged to deliver the Product in accordance with the concluded Sales Agreement.
2. If, upon receipt of the shipment, the Product is found to have physical defects (including mechanical damage) caused during delivery or defects in material and workmanship, the shipment shall be sent back to the Seller. In such a case, the Product shall be exchanged for a product free of physical defects.
3. If the Product has defects, the User shall have the right to lodge a complaint ("Complaint"). To lodge a Complaint, the User shall contact the Seller.
4. The complaint shall include the following details:
 - a. User's name and surname,
 - b. User's contact details,
 - c. purchase date of the Product,
 - b. Product name,
 - c. precise list of defects in the Product,
 - d. time at which, and circumstances under which, the Product was found to be defective,
 - e. demands of the person lodging the Complaint,
 - f. bank account number.
5. The Seller shall respond to the Complaint and inform the User about further proceedings within 14 days at the latest from the date of receipt of the Complaint. If the complaint is justified, the Seller shall inform the User about the proposed way of processing the complaint. If the User has requested the item replacement or defect rectification, or has made a declaration of price reduction, specifying the amount by which the price is to be reduced, and the Seller has not responded to the User's request within 14 days, the User's request shall be deemed to be justified.
6. The Platform Operator may act as an intermediary between the Seller and the User in matters regarding the Complaint. In particular, the User shall have the right to report the Complaint to the Platform Operator and the Platform Operator may provide the User with information on how the Complaint will be handled. The above provision shall not preclude the fact that the Seller is the only entity responsible for fulfilling the obligations under the Agreement and for deciding on how the Complaint will be handled.
7. If the complaint is found justified, the Seller shall accept the User's withdrawal from the agreement, reduce the price of the Product, replace the Product with a new one, or add missing items, depending on the User's demand in the Complaint.
8. The reduced price shall be in the same proportion to the price under the agreement as the value of the defective Product is to the value of the defect-free Product.
9. If the replacement of the shipment or adding missing parts referred to in the previous sentence is impossible or too difficult, or involves excessive costs for the Seller, the Seller shall provide the User with the relevant information in this respect.
10. The quality and properties of all Products are guaranteed by the Seller and the Product Manufacturers. The Manufacturers give the Seller a guarantee that the Products distributed

by the Manufacturers are entered in the legally required registers, have all legally required approvals, permits, comply with the relevant standards, etc.

11. All instructions on the packaging or containers shall be observed. The Seller may not be liable for the consequences of using the Products contrary to the instructions or the consequences of failing to follow the instructions.
12. The provisions of this article shall not preclude more favourable provisions under special offers applied by the Seller.
13. To pursue claims against the Seller, the User may use out-of-court procedures for pursuing claims and handling complaints, including but not limited to the following:
 - a. request the mediator or the institution that was involved in the mediation
 - b. proceedings to conduct the mediation,
 - a. apply to the institution to be involved in the arbitration to have the case heard by
 - c. an arbitration court,
 - a. if acting as a Consumer, contact a competent consumer advocate or another body
 - d. performing similar functions for assistance.
14. A platform for online dispute resolution between consumers and traders at EU level (ODR platform) is available at <http://ec.europa.eu/consumers/odr>. The ODR platform is an interactive and multilingual website with a comprehensive service for consumers and traders seeking an out-of-court resolution of disputes concerning contractual obligations under online sales contracts.
15. For the avoidance of doubt, the instruction referred to in section 13 above shall not constitute an arbitration clause or the Seller's automatic acceptance to participate in mediation or arbitration.

IX. INTELLECTUAL PROPERTY RIGHTS

1. The Platform Operator is the owner or licensee of all intellectual property rights in the Website, whether registered or not, and in the materials published on the Website. The works are protected by copyright and all rights to them are reserved to the Platform Operator.
2. The User shall not be allowed to use any part of the copyrighted material for commercial purposes without prior receipt of a licence from the Platform Operator and/or the relevant licensors.
3. Copying or reproducing, in part or in whole, elements of the Website protected by exclusive rights, in particular information, content, data, photographs, images, drawings, icons, descriptions of products and brands, content of the Terms of Use and any content of the Website, shall not be allowed.

X. PERSONAL DATA PROTECTION

1. During the registration process, Users are asked to provide the Platform Operator with personal data used by the Platform Operator to perform agreements entered into by Users with the Seller via the Platform Operator.
2. All personal data shall be kept confidential by the Platform Operator and in accordance with the relevant statutory regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Official Journal of the EU.L No. 119).

3. By placing an Order on the Website, the Customer agrees that the Platform Operator or the Seller will contact the Customer in order to check the Customer's satisfaction with the placed Order.
4. The data in online payment transactions are secured by the Website Platform Operator using the most modern encryption techniques. All User data used in Orders are transmitted to the Seller in encrypted form.
5. The Seller's data protection statement can be downloaded from the Website under Privacy Policy.

XI. FINAL PROVISIONS

1. Any disputes between the Seller and the User not acting as a Consumer shall be settled by the court having jurisdiction over the Seller's registered office. Disputes between the Seller and the User acting as a Consumer shall be settled by the court having jurisdiction over the place of residence of the Consumer at the time of placing the Order.
2. Sales agreements shall be governed by the law of Cyprus or, where the Customer acts a Consumer, the law of the consumer's country of residence at the time of placing the Order.
3. These Terms of Use shall be without prejudice to specific provisions of local law that are more favourable to the Consumer. In the event that the Terms of Use contain provisions less favourable than the provisions of local law, the provisions of local law more favourable to the Consumer shall prevail. If any provision of these Terms of Use is held invalid or ineffective as provided by law, this shall not affect the validity or effectiveness of the remaining provisions of these Terms of Use. The invalid provision shall be replaced by the rule that comes closest to the purpose of the invalid provision and these Terms of Use.
4. Platform Operator shall have the right to unilaterally amend the Terms of Use. Amendments to the Terms of Use shall come into force 7 days after placing the amended Terms of Use on the Website, unless the new Terms of Use provide for a later entry into force of the amendment.
5. If the Seller and the User acting as a Consumer enter into the Sales Agreement, the Terms of Use may be amended only upon explicit agreement with the User acting as a Consumer.
6. The Terms of Use form an integral part of the Sales Agreement.

Annex No. 1

SAMPLE WITHDRAWAL FORM

(this form is to be completed and sent only if the Consumer wishes to withdraw from the agreement)

Recipient:

ANTYM HOLDINGS LIMITED with its registered office in Nicosia

Mailing address:

Antym Holdings Limited, Dositheou 5, Parabuilding Block A, 1st floor, Flat/Office 102A, 1071 Nicosia, Cyprus

e-mail: sale@fordeals24.com

I/We(*) hereby declare my/our(*) withdrawal from the sales agreement for the following items:

.....
.....

Date of collection of items:

.....

Consumer's (Consumers') name(s) and surname(s):

.....
.....

Consumer's (Consumers') address(es):

.....
.....

The return shall be made to the following bank account number(*):

.....
.....

Consumer's (Consumers') signature(s) (only if the form is submitted in hard copy)

.....

Date

(*) Strike out whichever does not apply.