

The proposition of CLOUDSET TRADING LLC about the arrangement of the contract of distribution of purchases sale by remote from 25/08/2023.

This public offer agreement is concluded between the Seller from one side and the Customer, any person who has accepted this offer, from the other.

This contract is addressed to an indeterminate number of people.

When ordering any product or service on the site <https://thecloudset.com>, you confirm your agreement to the terms of this public offer.

This Public Offer is valid until the new version of the offer is accepted.

1. Terms and definitions

In this offer, unless the context demands other requirements, the following terms have such meanings and represents its integral part:

“Customer” – any natural or legal person who visits the site that makes orders on <https://thecloudset.com> for purchasing the product henceforth confirms his agreement with all the terms of this offer.

“E-mail” - means real time e-mail notifications on the Sales Contract performance status and other events that the Online store deems necessary to communicate to the Customer.

“Materials, Content” - means information available in any form and on any media (text, audio, video, graphic files, photo images and any other media) used (in particular stored, distributed, transmitted, etc.) by the Customer in any form (such as, but not limited to, as a text message, attached file in any format, link to a network posting, etc.) in the Service and its tools or in connection with their use.

“Online Store” – CLOUDSET TRADING LLC (License №1162704, Register №1931283), which owns the Internet resource and ensures its operability within the scope of this agreement, the terms “Online Store” and “Store” as well as <https://thecloudset.com> internet site is equivalent and interpretable authentically, in the context of the offer.

“Online store Shopping Cart” - means the final set of Online store operations performed by the Customer before entering the Sales Contract. It includes the Customer entering information necessary to enter the Sales Contract (surname, name, patronymic, contact details, selected Product, term, method of payment, etc.).

“Personal profile” - means the Customer’s personal Online store page, which the Online store provided to the Customer during registration, and which is accessed by entering the Customer’s phone number and SMS-code confirmation.

«Product» – the object of the agreement of the parties; clothing, accessories, and other items presented at the official online store for sale.

“Product Card (Online store product page)” - means an Online store landing page that contains information about the Product, its appearance, specifications, package content, properties, and the cost of Product purchase under the Sales Contract. The information shall be available to the public.

“Promotional discount” - is a discount on a particular Product. The size of the discount is indicated on the product page. The price of the Product has already been specified considering a promotional discount.

“Registration” - means the procedure that includes the Customer providing valid details of themselves by using the form approved by the Online store, and a cell phone, to enter the Personal Profile to gain access to all the Online store functions. In the course of registration, the Customer shall provide their Personal data, information about credit/debit card to be used as a payment method when purchasing the Online store Products (by linking the card to their account), provide additional documents and information, if necessary, as requested by the Online store, and also perform actions to confirm the provided cell phone number (for the cell phone: by entering a verification SMS-code). An Online store Service makes a verifying 10 (ten) AED write-off of the funds from the credit (debit) card of the Customer to confirm the solvency of the Customer. The service repays the written off funds instantly, however it may take up to 5 days for the bank to transfer them.

Only upon successful completion of the registration process the Customer is given the opportunity to use the Personal Profile, the Online store Product search tools, and to enter the Sales Contract.

“Requests to purchase” - means the Customer’s request, which is made via the Online store, to enter the Sales Contract with the Online store.

“Seller” – legally capable individual, at least 18 (eighteen) years old, or a sole trader, who has entered the Agency Contract with the Online store and uses the Internet resource for the sale of Product they own, on whose behalf the Online store or the Online store acts by offering the Product for sale on their behalf, “SMS” - means real time cell phone notifications on the Sales Contract performance status and other events that the Online store deems necessary to communicate to the Customer.

“Transfer Deed” - means an electronic deed signed by both the Online store and the Customer, by sending an SMS-code message and the receipt thereof by the Online store; a document to confirm the Product transfer to the Customer.

“User” – any natural person or legal person who visits the site <https://thecloudset.com>, which accepts all the terms of this offer and is intended to order the Products.

2. General provisions

2.1 The Seller sells the Products through the Online Store, which is located on <https://thecloudset.com>

2.2 When ordering the Products at the Online Store, the Customer agrees to the terms of sale of the Products posted on the Site. In case of disagreement with terms of sale the Customer must immediately cease using the service and leave the site <https://thecloudset.com>.

2.3 The applicable terms of sale of the Products, as well as information on the Products is a public offer according to UAE law.

2.4 The Terms and Conditions can be changed by the Online Store without informing Sellers and Customers unilaterally. The new revision of the terms of this agreement shall enter into force upon its publication on the site unless other regulations provided by the contract itself.

2.5 The Contract shall enter into force upon its confirmation in any form of the purchase made by the Seller to the Customer while accepting the order including the time since the Customer has made an order via the telephone listed on the Site.

2.6 Personal data may be used to disseminate transmission of information for shipping order procedure as well as other information directly related to the fulfillment of obligations to the Customer under this Public Offering. Also, the information provided by the Customer can be used for the distribution of promotions, promotional news, discounts, and other activities initiated by the Seller. By executing the Order, the User / Customer agrees that the Seller may entrust the Contract to a third-party meantime remaining responsible for its implementation.

2.7. The Sales Contract executed in the manner prescribed in Clause 2.2 of this Offer shall be deemed to be executed in a simple written form without any need for hard copies and shall have full legal effect.

2.8. By acceding to this Public Offer, each Customer guarantees that he/she will not download, post, or promote malicious programs that interfere with the operation of the Online store.

2.9. The Online store shall not assume any liability for causing any damage or loss of profit to the Customer, resulting from the execution of the Sales Contract and the Online store usage.

2.10. To use the Online store services, the Customer shall perform the following actions in sequence:

2.10.1. Passes the Online store Registration. Customer registration on the Online store is free and voluntary.

2.10.2. Familiarizes themselves with the text of this Offer, and with other organizational documents posted on the Online store.

2.10.3. By using the Online store, the Customer agrees to comply with the terms and conditions described in this Offer. The use of certain services available on the Online store may be governed by specific rules applicable to that service. The use of such additional documents shall not invalidate this Offer. The Offer may be amended or supplemented by the Online store without special notice to the Customer.

2.10.4. The terms and provisions of this Offer shall be binding on all Customers. The Customer may review the current version of the Offer via the following link:
<https://thecloudset.com/legal>.

2.11. To register on the Online store, the Customer shall perform the following actions:

2.11.1. Provides the registration details; their scope and the procedure for their provision and use are defined in Article 7 of this Offer.

2.11.2. Determines themselves the cell phone number to be used by the Customer for the Online store authorization. The Customer shall be fully responsible for the safety of the specified cell phone number and may not transfer it to third parties for the Online store authorization.

2.12. Guarantees provided by the Customer:

2.12.1. Guarantees that they are a legally capable citizen, at least eighteen years old, holding a debit or credit card issued in their name at any credit institution.

2.12.2. Agrees that they are responsible for the validity, relevance, and completeness of the posted and provided information, that it is free from the claims of third parties.

2.12.3. Agrees to assume any type of liability, which may result from the actions/inaction of the Customer directly or indirectly arising from the use of the Online store and/or things, the title to which is transferred to the Customer under the Sales Contract.

3. Rules for acquiring the product under the sales contract

3.1. Upon the registration on the Online store, the Customer selects and adds the Product, the title to which they want to acquire under the Sales Contract, to the Online store's Shopping Cart and makes an Application.

3.1.1. For the first Online store order, the Customer shall provide an e-mail address.

3.2. Using the personal information provided by the Customer, the Online store verifies by any legal method the accuracy of information provided by the Customer.

3.3. Using the Online store services and having added the Product to the shopping cart, the Customer provides the Online store with their credit (debit) card details to pay the appropriate amount under the Sales Contract in accordance with the rules specified in Article 5 of this Offer.

3.4. If the Online store reveals invalidity of the details provided by the Customer, the Online store may refuse to enter the Sales Contract with the Customer without explaining the reason. In this case, the Customer receives informative e-mail and SMS notifications that it is impossible to enter the Sales Contract. Any further actions of the Customer described in this Offer will not be available in such a case, and the Sales Contract will not be executed with the Customer.

3.5. Subject to the provisions of Clause 2.3. of the Offer, a payment made in the Online store Shopping Cart for the Product with the Customer providing their credit (debit) card details shall serve as the Acceptance of this Offer. The Online store and the Customer undertake to sign the Sales Contract immediately after the Product selected for purchase is paid for in the Online store Shopping Cart.

3.6. When purchasing the title to the Product under the Sales Contract, the courier of the Customer notifies the Online store that the products are delivered and specifies the date and time of Product transfer. The Online store sends the Customer an SMS message or E-mail that contains a code to confirm the Product transfer; the Customer shall read it aloud to the courier of the Online store. The courier of the Online store gives this code to the Online store, thereby confirming the Product transfer (the "Transfer Deed"). The Online store sends the Customer an SMS and E-mail to confirm that the Sales Contract is executed.

3.7. The Customer shall ensure proper acceptance of the Product. During Product acceptance, the Customer shall perform a visual inspection of the Product for compliance with the Online store description thereof in terms of quality and quantity of the Product and use the electronic means to sign the Transfer Deed in the manner prescribed by Clause 3.6 of the Offer. If a discrepancy is detected, the Customer may decline the Products by making a corresponding record in the electronic deed, and then the Customer will be refunded to the linked debit or credit card to the extent of

the Products they declined. Otherwise, subsequent claims related to incompleteness or poor quality of the Product will not be accepted by the Seller.

3.8. Where the Customer refuses to accept the Product due to a reason not related to a violation of the conditions on proper quality and quantity of the Product as described in the Sales Contract, the Seller may treat it as the Customer's repudiation of the Sales Contract. The Customer shall reimburse the Seller for expenses caused by refusal to accept the Product on the designated day.

3.9. The title to and the risk of accidental loss, destruction of or damage to the Product shall be transferred to the Customer immediately after the Product is transferred to the Customer.

3.10. All e-mails sent from the Online store's e-mail address noreply@thecloudset.com, hello@thecloudset.com, received by the Customer at the e-mail address specified during Online store registration are recognized as the official correspondence having the legal force and entailing civil and legal consequences.

4. Rights and obligations of the parties

4.1. The Online store undertakes to:

4.1.1. Provide the Customer with access to the Online store and the Service under the Sales Contract, ensure their operability by using the Online store features and their Personal Profile.

4.1.2. Take measures to ensure the information security of the Online store.

4.1.3. Notify the Customer of all events directly or indirectly related to them during the term of the Sales Contract by E-mail, SMS, and Online store notifications.

4.2. The Customer undertakes to:

4.2.1. Provide up-to-date Personal data when registering and filling out the Online store forms. If invalid Personal data are provided, the Online store may suspend or limit the use of the Online store, and to refuse to enter the Sales Contract.

4.2.2. Avoid disclosing to third parties the confirmation SMS-code used to access the Personal Profile on the Online store and other confidential information provided by the Online store, to third parties. The Customer undertakes to notify the Online store of unauthorized access to the Personal Profile or unauthorized use of the Customer's password and login.

4.2.3. Post only accurate information and documents relating to the Customer themselves only when posting information and documents on the Online store.

4.2.4. The Customer undertakes to follow the payment instructions on the payment procedure and methods of payment when paying the appropriate amount under the Sales Contract and other payments. The Customer must ensure availability of the funds on their bank account used for making payments under the terms and conditions of the Sales Contract to be written off by the Online store. The Online store is not responsible for the correctness of the Customer's actions performed to comply with the terms of payment.

4.2.5. Inspect the appearance of the Product when receiving it under the Sales Contract at the time of its courier delivery, and if there are any defects or inconsistencies with the Online store description, report it to the Online store or the courier immediately.

4.2.6. Sign the Sales Contract in accordance with Clause 3.5 of this Offer.

4.2.7. Pay the value of the Product in the amount and on the terms and conditions of the executed Sales Contract and this Offer.

4.3. The Online store may:

4.3.1. Demand that the Customer complies with the terms of this Offer.

4.3.2. Use (process, etc.) the Customer's Personal data specified during registration, based on the terms of this Offer.

4.3.3. Manage the statistical information related to the Online store's operation, and information provided by the Customer to ensure targeted sending of advertising and other information in the period from the date of the Customer's registration on the

Online store until the receipt of the Customer's written notice that prohibits sending them the specified content.

4.3.4. Send E-mail and SMS messages to the Customer regarding the Online store use, information about the Sales Contract, and send other messages.

4.3.5. Change at any time the Online store design, its content, the cost under the Sales Contract posted on the Online store and the list of Properties, list of services, change or supplement the scripts, software and other objects used or stored on the Online store, any server applications without prior notice to the Customer.

4.4. The Customer may:

4.4.1. Demand that the Online store performs the terms of this Offer.

4.4.2. Contact the Online store for the resolution of disputes or for assistance in the Online store use.

4.4.3. Refuse to accept the Product during delivery by a courier of the Online store due to the Product's failure to comply with its Online store description in terms of quality and quantity and demand that the funds written off under the terms and conditions of the Sales Contract are returned to the credit (debit) card. When the funds are returned in accordance with the provisions of this clause, the Online store may withhold the cost of delivery of the Product not accepted by the Customer under the Sales Contract.

5. Payment procedure

5.1. Any Online store Service and the Customer registration on the Online store is free of charge.

5.1.1. Any payment under the terms and conditions of the Sales Contract shall be made only by a credit (debit) card of the Customer (Customer).

5.2. Any payment under the Sales Contract shall be made using the Online store as follows:

5.2.1. When the Customer selects the Product to acquire the title thereto (under the Sales Contract), the Customer shall add the desired Product to the Online store Shopping Cart, and specify the delivery or pickup method, provide the required contact details.

5.2.2. After the Product is selected, the Online store generates the Sales Contract price on the Online store.

5.2.3. Having clicked the "Go to checkout" button in the Online store Shopping Cart, the Customer selects the bank card details specified during Registration on the payment system page embedded on the Online store.

5.2.4. In case the Online store successfully completes the verification and confirmation of the Product's availability on the dates selected by the Customer, the payment under the Sales Contract will be written off automatically (acceptance free) from the Customer. The signing of the Sales Contract and payment in the Online store Shopping Cart shall serve as the time of entering the Sales Contract.

5.2.5. Where the credit (debit) card of the Customer has insufficient funds, the Online Store contacts the Customer by phone (by sending an SMS and/or E-mail) to notify of suspension of the Product delivery/transfer on the dates selected by the Customer under the Requests to purchase due to the lack of funds, and of expecting their receipt. In the said case, the Customer shall take all measures to replenish their account as soon as possible to perform their obligation to pay for the Product under the Sales Contract. If the funds are not received within 24 hours, the Requests to purchase will be canceled by the Online store and the Sales Contract is deemed not to have been entered.

5.3. The value of the Product under the Sales Contract will be written off from the Customer's credit (debit) card once and fully.

5.4. The Customer shall be responsible for ensuring the availability of necessary funds on the bank account to make payments under the Sales Contract.

6. Terms on the intellectual product rights

6.1. All objects available on the Online store, including design elements, text, graphic images, illustrations, video records, scripts, programs, music, sounds and other objects and their collections (hereinafter the "Content"), are the objects of exclusive rights of the Online store or other persons with whom the Online store has entered the Agency Contract. All rights to these objects are reserved by law.

6.2. The Customer, and any third parties may not use any materials and information posted on the Online store without prior written consent of the Online store.

7. Personal data

7.1. During Registration, the Customer shall give the Online store their consent to the automated (and not involving the use of means of automation) processing of Personal data of the Customer in accordance with all applicable laws, regulations, regulatory requirements, guidance, and codes of practice, including Regulation (EU) 2016/679 ("GDPR").

7.2. The Online store processes the Customer's Personal data for the Customer to perform the Sales Contract, to provide the services to the Customer. The Online store may distribute the personal data of the Customer to verify their solvency via the specialized credit institutions, by identifying the details the Customer enters while completing the Online store Registration process, and by performing other necessary actions.

7.3. The Online store may use the information provided by the Customer to ensure the compliance with the applicable laws of the UAE (to prevent and/or suppress illegal and/or unlawful actions committed by the Customers).

7.4. The Online store may process the Customer's Personal data by any means as necessary including collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer to third parties (distribution, provision, access), anonymization, blocking, deleting, destruction of the personal data.

7.5. While processing, the Online store may transfer the personal data to third parties, if it is necessary to achieve the purposes of processing and provided that third parties maintain the confidentiality and security of the Personal data.

8. Liability of the parties

8.1. In case of failed or improper performance of their obligations under the provisions of this Offer, the Customers and third parties shall be liable in accordance with the laws of the UAE and subject to this Offer.

8.2. The Online store shall not be liable for any indirect/secondary losses or lost profits of the Customer, the Customer and/or third parties resulting from the use of the Online store and the Product.

8.3. The Online store shall not be liable for malfunctions, errors and failures in the software and hardware complex that ensures the functioning of the Online store, where they arise due to the reasons beyond the control of the Online store.

8.4. The Online store shall not be liable for the Customer's losses resulting from: - The Customer knowingly providing false information about themselves (surname, name, patronymic, bank details, mailing address, telephone number); - The Customer violating the terms of this Offer and the Sales Contract; - Illegal actions committed by third parties, including those related to the use of the cell phone and/or e-mail address of the Customer.

8.5. The Online store may demand compensation for damages it incurred by any failed or improper performance by the Customer of the terms of this Offer.

8.6. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provision, or portions of them, will not be affected.

8.7. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of UAE.

8.7.1. Each party irrevocably agrees that any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation is to be resolved (if not contrary to applicable law):

8.7.2. if a claimant is the Online Store: in DIFC Courts in Dubai, United Arab Emirates.

8.7.3. if a claimant is the Customer or Seller: in an authorized state court at the Customer's or Seller's place of residence or in DIFC Courts in Dubai, United Arab Emirates (at the discretion of the Online Store).

8.8. A claim of the Online store shall be sent to the location address of the Customer specified in the Online store Personal Profile, by mail with confirmation of receipt by the addressee, or by telegram, or by E-mail sent to the E-mail address specified in the Online store Personal Profile, or, where the Personal Profile contains no address and e-mail of the Customer, by an SMS message. Where the Customer is not available at the address specified in accordance with this clause, or where there is no Customer's response to the E-mail or SMS message, the claim shall be deemed to have been received within ten (10) calendar days after the claim is sent.

8.9. The Customer shall send a written response to the claim to the Online store using the address specified in the claim, within ten (10) calendar days after the claim is received. Where the Online store receives no response to the claim within 25 (twenty-five) calendar days after the claim is sent or, where the claim is sent by e-mail, within 10 (ten) calendar days after the claim is sent, the pre-trial dispute settlement procedure shall be deemed to have been performed.

8.10. The Parties shall not be liable for failed or improper performance of the obligations assumed under this Offer where proper performance is prevented due to the force majeure circumstances, such as: acts of war, epidemics, fires, natural disasters, regulations, and actions by the governmental and other competent authorities (bodies), which make it impossible to perform the obligations under this Contract in accordance with the law. The said circumstances must be confirmed by the competent public authority. A Party to this Offer affected by the force majeure circumstances shall notify the other Party of the occurrence of the force majeure circumstances within seven (7) calendar days.

8.11. Subject to this Offer, the Online store reserves the right to: - Make modifications on the Online store; - Suspend the operation of software and/or hardware that ensures the operation of the Online store, if significant faults, errors, and failures are detected, and for preventive maintenance and to prevent cases of unauthorized access to the Online store.

8.12. The Online store may refuse access to the Account/Personal Profile for the Customer, and respectively access to the Online store's services if the Customer violates the terms of this Offer. Where the Customer fails to submit the documents requested (at the discretion of the Online store), it may result in the refusal of the Customer's access to the Customer's account in the Personal Profile of the Customer or unilateral termination of the Sales Contract by the Online store, the Customer being obligated to return the Product.

8.13. The Online store may transfer its rights and obligations under this Sales Contract to third parties without the consent of the Customer.

9. Amendment and termination of the offer

9.1. The Online store may make changes to this Offer without prior notice; the changes shall enter into force after they are published on the Online store and shall apply to any action performed by the Customer after such publication.

9.2. This Offer is open-ended.

10. Miscellaneous

10.1. The terms of this Offer shall apply to any Product orders made by the Customer an unlimited number of times, provided that the Customer complies with the terms and conditions of the Sales Contract.

10.2. All e-mails, including those containing the claims of the Parties, coming from the e-mail address of the Online store noreply@thecloudset.com, hello@thecloudset.com,

and received by the Customer to the e-mail address specified during the Online store registration, shall be recognized by the Parties as the official correspondence, which may serve as admissible evidence in dispute resolution, particularly in court proceedings.

10.3. List of documents governing the relations between the Customer, Seller, and the Online Store:

- Sales Contract (Public Offer);
- Rental Agreement (Public Offer);
- Privacy Policy;
- Transfer Deed;
- Terms of Use;
- Return Deed.