

These terms and conditions set out the legal terms that apply to your use of our website <https://thecloudset.com>, any of its sub-domains and any other websites operated by us or on our behalf and any mobile device application or desktop application developed by us or on our behalf (together, the "Websites" and "Website" being a reference to any one of them) and the other services that we provide (the "Services").

Please read these Terms and Conditions carefully and make sure that you understand them before using the Services. Please note that by using the Services, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, you will not be able to use the Services and you should leave the Website immediately. If you continue to use the Website or if you order products, we will take this as your acceptance of these Terms and Conditions.

The Company shall not be liable for potential negative consequences, and for any losses resulting from the refusal to give access to the Website, or because of visiting the Website and using the information available on the Website.

Understanding these Terms and Conditions

When certain words and phrases are used in these Terms and Conditions, they have specific meanings (these are known as 'defined terms'). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of the Terms and Conditions where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).

When we refer to "<https://thecloudset.com>", "we", "us" or "our", we mean CLOUDSET TRADING LLC or, where relevant, its affiliates. Where we refer to "you" or "your" we mean you, the person using the Services.

We have used headings to help you understand these Terms and Conditions and to easily locate information. These Terms and Conditions are only available in the English language. We will not file copies of the Terms & Conditions between us and you

relating to our supply of the Services, or between you and the Partners relating to the sale of the products, so we recommend that you print or save a copy of these Terms and Conditions for your records (but please note that we may amend these Terms and Conditions from time to time so please check the Website regularly, and each time you use the Services to order products, to ensure you understand the legal terms which apply at that time).

Content

All textual and visual content available on the Website is designed for informational purposes only and is not exhaustive. For more information, you can contact the manufacturers of the products directly. We reserve the right to make changes to the Website, in particular to the information about models, package contents, specifications and availability, without prior notice to the users. The content of all the Website pages is designed for information purposes only and under no circumstances it serves as a public offer.

Technical means to correct errors

In case you detect that an error occurred when entering your personal data during your registration as a user of this website, you can modify them in the section "My Account". In any case, you will be able to correct errors related to the personal data provided during the purchase process by contacting the customer service via the email address hello@thecloudset.com, as well as exercising the right of rectification contemplated in our Privacy and Cookies Policy. This website displays confirmation boxes in various sections of the purchase process that do not allow the order to continue if the information in these sections has not been correctly provided. Also, this website offers details of all the items you have added to your shopping cart during the purchase process, so that before making the payment, you can modify the details of your order. If you detect an error in your order after the completion of the payment process, you should immediately contact our customer service, via the email address above to correct the error.

Prices and other information about products

Any product available on the Website shall be rented or purchase subject to the terms and conditions of the rental agreement or sales Terms & Conditions. The specifications and package contents of the products as specified on the Website may differ from the specifications and the package contents specified on the official websites of the manufacturers. Depending on the model and product's package content, the appearances of the products may differ from those shown on the Website. The prices, package contents, specifications and other information about the products specified on the Website may be changed at any time without prior notice to users.

Availability of products

All product orders are subject to availability and in this regard, if there are difficulties regarding the supply of products or are no more items left in stock, we reserve the right to provide you with information on substitute products of the same or higher value that you may order. If you do not wish to order the substitute products, we will reimburse any amount that you may have paid.

Refusal to process an order

We reserve the right to remove any product from this website at any time and to remove or modify any material or content from on this website. Although we will always do everything possible to process all orders, there may be exceptional circumstances that force us to refuse to process an order after having sent the Order Confirmation. We reserve the right to do so at any time. We shall not be liable to you or to any third party for removing any product from this website, or for removing or modifying any material or content from the website or not processing an order once we have sent the Order Confirmation.

Delivery

We will endeavor to fulfil your order consisting of the product(s) listed in each Delivery Confirmation prior to the date indicated in the Delivery Confirmation in question or, if no delivery date is specified, in the estimated timeframe indicated when selecting the delivery method and, in any case within a maximum period of 30 (thirty) calendar days from the date of the Order Confirmation. Nonetheless, there may be delays for reasons such as the occurrence of unforeseen circumstances or the delivery zone. If for any reason we are unable to comply with the delivery date, we will inform you of that situation and we will give you the option to continue with the purchase, establishing a new delivery date, or cancel the order with full reimbursement of the amount paid. For these Conditions, the "delivery" shall be understood to have taken place or the order "delivered" as soon as you or a third party indicated by you acquires physical possession of the goods, which will be evidenced by the signing of the receipt of the order at the delivery address indicated by you.

Unable to deliver

If we are unable to deliver your order, we will attempt to find a safe place to leave it and if we cannot find a safe place, your order will be returned to our warehouse. We will also leave a note explaining where your order is located and what to do to have it delivered again. If you will not be at the place of delivery at the agreed time, we ask you to contact us to organize delivery on another day. If after 14 (fourteen) calendar days from the date your order is available for delivery, the order could not be delivered for reasons not attributable to us, we shall assume that you wish to cancel the Terms & Conditions and it will be terminated. As a result of the termination of the Terms & Conditions, we will return to you all payments received from you, including delivery charges (except for any additional charges resulting from your choice of any delivery method other than the ordinary delivery method that we offer) without any undue delay, and at any rate, within 14 (fourteen) calendar days of the date on which this Terms & Conditions has been terminated. Please keep in mind that transport derived from the termination of the Terms & Conditions may have an additional cost which we will be entitled to pass on to you.

Transmission of risk and ownership of the products

The products shall be under your responsibility from the time of delivery to you. You will take ownership of the products when we receive full payment of all amounts due, including delivery charges, or now of delivery, whichever is the later.

Processing of personal data and delivery of E-mail and SMS distribution

The personal details of Website users are processed in accordance with all applicable laws, regulations, regulatory requirements, guidance, and codes of practice, including Regulation (EU) 2016/679 ("GDPR").

When registering and ordering on the Website, a user shall enter the following details: Surname, name, patronymic, delivery address, contact phone number, e-mail address, bank card details. In some cases, it is necessary to conduct a passport verification of the customer by engaging third parties.

By submitting the personal details to the Website <https://thecloudset.com>, a user confirms their consent to the processing of the personal details, receiving our e-mail and SMS distributions (a feature to unsubscribe is always available), and their consent to the Website

<https://thecloudset.com> receiving the user credit report and performing passport verification by engaging third parties. The personal details are processed CLOUDSET TRADING LLC (License №1162704, Register №1931283). The personal details are processed for the purpose of customer support and quality control of the services provided by the Website <https://thecloudset.com> and high-quality organization of products delivery to the customers.

The processing of personal details shall imply any action or aggregate of actions performed with the personal details, including collection, storage, systematization, accumulation, updating, extraction, use, transfer (including transfer to third parties,

not excluding cross-border transfer if it becomes needed during the performance of obligations), anonymization, blocking, deletion, destruction of personal details.

The Website <https://thecloudset.com> is not responsible for the information posted publicly by a user on the Website.

The Website <https://thecloudset.com> may record the conversations between the consultants and the users. In this case, the Website <https://thecloudset.com> shall protect the information obtained during the conversation from third parties not related directly to the execution of Orders.

Copyright notice

The information available on the Website may be used only for non-profit (personal, educational, research, etc.) purposes. The Website users may not use the information for any commercial purposes, and they may not reproduce, modify, distribute, or publish all or any part of the information without prior written consent of the company's management. The details available on the Website can be reprinted or quoted only if the Website is linked as the source of information. This excludes any amending, supplementing, or distorting the quoted (reprinted) information. Also, the design, structure of the Website, graphics and other elements protected under the laws of UAE are not available for creating new information objects or for any other purposes that violate the said laws.

Trademarks

No trademarks, logos, service marks appearing on this Website can be used without prior written consent of the copyright holder.

Hyperlinks

If a user follows a hypertext link posted on our Website and leading to other websites, thereby the user leaves this Website. We are not responsible for the accuracy or reliability of the information available as the content of third-party sites. Any links to other websites are provided as a convenience, which does not mean that we endorse the content of those websites or are responsible for them.

Limitation of liability

The company makes every effort to ensure that all information available on the Website is correct. At the same time, the company does not guarantee absolute accuracy, completeness, or reliability of the information available on the Website; it is not responsible for inaccuracies, potential errors in the information, for its relevance, and does not guarantee uninterrupted operation of the Website. The Company shall not be liable for potential negative consequences, and for any losses resulting from the refusal to give access to the Website, or because of visiting the Website and using the information available on the Website.

Notwithstanding the above, our liability shall not be waived nor limited in the following cases:

1. in case of death or personal harm caused by our negligence;
2. in case of fraud or fraudulent deceit;
3. in any case in which it were illegal or illicit to exclude, limit or attempt to exclude or limit our liability.

Notwithstanding the paragraph above, and to the extent legally allowed, and unless these Conditions indicate otherwise, we shall not accept any liability for the following losses, regardless of their origin:

1. loss of income or sales;
2. operating loss;
3. loss of profits or Terms & Conditions;
4. loss of forecast savings;
5. loss of data;
6. loss of business or management time.

Due to the open nature of this website and the possibility of errors in storage and transmission of digital information, we do not warrant the accuracy and security of the information transmitted or obtained by means of this website, unless otherwise indicated expressly on this website. All product descriptions, information and materials shown on this website are provided "as is", with no express or implied warranties on the same.

Viruses, privacy, and other computer attacks

You must not make undue use of this website by intentionally introducing viruses, Trojans, worms, logic bombs or any other software or technologically damaging or harmful material. You shall not attempt to make unauthorized access to this website, the server on which the site is hosted, or any server, computer or database related to our website. You undertake not to attack this website through any attack of denial of service or an attack of distributed denial of service. Failure to comply with this Clause shall be considered an infraction as defined under the applicable regulations. We will report any failure to comply with this regulation to the corresponding authorities and we will co-operate with them to determine the identity of the attacker. Likewise, in the event of failure to comply with this Clause, authorization to use this website shall be suspended immediately. We shall not be held liable for any damage or harm resulting from a denial-of-service attack, virus, or any other software or technologically damaging or harmful material that may affect your computer, IT equipment, data, or materials because of using this website or downloading content from the same or those to which this site redirects you.

Written communication

The applicable regulations require that some of the information or notifications that we send to you be in written form. By using this website, you agree that most of the communication with us will be electronic. We will contact you by email or we will provide you information by posting alerts on this website. For Terms & Conditions purposes, you agree to use this electronic means of communication and accept that all Terms &

Conditions, notifications, information, and other communication that we send you electronically complies with the legal requirements of providing it in writing. This condition will not affect your statutory rights.

Notifications

The notifications that you send us must be sent preferably through our contact form. We may send you notifications either by email or to the postal address you provided us when placing an order. It is understood that notifications will be received and acted upon as soon as they are posted on our website, 24 hours after they have been sent by email or three days after the postage date on any letter. As proof that the notification has been sent it shall be sufficient to prove, in the case of a letter, that it was correctly addressed, that the correct postage was paid and that it was duly delivered to the post office or to a mailbox; in the case of an email, that the notification was sent to the email address specified by the recipient.

Transfer of rights and obligations

Terms & Conditions is binding for both Parties, as well as for our respective successors, transferees, and heirs. You may not transmit, cede, levy or in any other way transfer Terms & Conditions or any of the rights or obligations derived from the same, without having obtained our written consent in advance. We may transmit, cede, levy or in any other way transfer Terms & Conditions or any of the rights or obligations derived from the same, at any time during the life of Terms & Conditions. To avoid any doubt, said transmissions, cessions, levies, or other transfers shall not affect the rights that, as applicable, you have as a consumer recognized by law or cancel, reduce, or limit in any way the express and tacit warranties that we may have given you.

Events beyond our control

We will not be liable for any non-compliance or delay in compliance with any of the obligations we assume under a Terms & Conditions when caused by events that are beyond our reasonable control ("Force Majeure"). Force Majeure shall include any act, event, failure to exercise, omission or accident that is beyond our reasonable control, including, among others, the following:

1. Strike, lockout, or other forms of protest.
2. Civil unrest, revolt, invasion, terrorist attack or terrorist threat, war (declared or not) or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
4. Inability to use trains, ships, aircraft, motorized transport, or other means of transport, public or private.
5. Inability to use public or private telecommunication systems.
6. Acts, decrees, legislation, regulations or restrictions of any government or public authority.
7. Strike, failure, or accident in maritime or river transport, postal transport, or any other type of transport.

It shall be understood that our obligations deriving from Terms & Conditions and Terms & Conditions are suspended during the period in which Force Majeure remains in effect and we will be given an extension of the period in which to fulfil these obligations by an amount of time equal to the time that the situation of Force Majeure lasted. We will provide all reasonable resources to end the situation of Force Majeure or to find a solution that enables us to fulfil our obligations by virtue of the Terms & Conditions despite the situation of Force Majeure.

Waiving rights

The lack of requirement on our part for strict compliance on your part with any of the obligations assumed by you by virtue of a Terms & Conditions or of these Conditions or a lack of exercising on our part of the rights or actions that correspond to us by virtue of this Terms & Conditions or of the Conditions shall not constitute the waiving or limitation of said rights or actions, nor exonerate you from fulfilling said obligations. The waiving on our part of a specific right or action shall not constitute the waiving of other rights or actions derived from the Terms & Conditions or from the Conditions.

The waiving on our part of any of these Conditions or of the rights or actions derived from the Terms & Conditions shall not take effect unless expressly stipulated that it is a waiving of rights and is formalized and notified to you in accordance with the provisions of the Notifications section above.

Partial annulment

Should any of these Conditions or any provision of a Terms & Conditions be declared null and void by firm resolution from the corresponding authority, the remaining terms and conditions shall remain in effect without being affected by said declaration of annulment.

Our right to modify conditions

We have the right to review and modify these Conditions at any time. You are subject to the policies and Conditions in effect now in which you use this website or place each order, except when by law or decision of governmental entities we must make changes retroactively to said policies, Conditions or Privacy and Cookies Policy. In this case the possible changes will also affect orders made previously by you.

Applicable legitimation and jurisdiction

The use of our website and the product purchase Terms & Conditions through said website shall be governed by the laws of United Arab Emirates. Any controversy that arises or is related to the use of the website or said Terms & Conditions shall be subject to the non-exclusive jurisdiction of the DIFC Courts in Dubai, United Arab Emirates. If you are entering into the Terms & Conditions as a consumer, nothing in this Clause shall affect the statutory rights you have, as recognized in any applicable legislation in this area.

Comments and suggestion

Your comments and suggestions are always welcome. Please send any comments and suggestions through our contact form.

Updates in Terms & Conditions

The company reserves the right to revise, change and clarify the conditions of these Rules at any time without prior notice to the users. These changes take effect immediately after they are posted on the Website. You are advised to visit this page from time to time for information about potential changes in these Rules. If a visitor uses the Website materials after a change is made in these Rules, it automatically means that the users have familiarized themselves with the updated Rules and accept them.