

THE WYFIBOX eSHOP
GENERAL TERMS & CONDITIONS

November 2019 (English)

The website at the URL www.wyfibox.com ("the Wyfibox eShop") is owned by CYC2 SPRL company registered in Belgium under the Belgian Business Register number: VAT BE 0807.267.751, which registered office is located at Chaussée de Louvain 431/E, B-1380 Lasne, Belgium, info@cyc2.be ("CYC2"). Products that you purchase through the Wyfibox eShop will be sold to you by CYC2.

CYC2 strongly believes in protecting user privacy. Please go to CYC2's Privacy Policy for information on how CYC2 collects and uses personal information from users of the Wyfibox eShop.

Your order(s) of any Product(s) through the Wyfibox eShop will be governed by the following terms and conditions of sale (the "T&C of Sale"), the Cookies and Privacy policies and the Terms of use of the Wyfibox eShop. Please read these terms and conditions carefully before ordering any Products from the Wyfibox eShop. You should understand that before ordering any Product, you will, in any event, have to actively abide and agree to be bound by these terms and conditions.

The products on the Wyfibox eShop address consumers exclusively.

1. About the T&C of Sale

These T&C of Sale are applicable to all orders and purchases made in the Wyfibox eShop regarding Products made available on this one.

With regard to the order in the Wyfibox eShop, CYC2 will communicate electronically by sending emails. You agree that all agreements, notices, disclosures and other communications that are provided electronically satisfy any legal requirement that such communications be in writing.

These T&C of Sale may change from time to time. Any changes to the T&C of Sale will apply to orders placed on or after the effective date stated in these T&C of Sale or elsewhere on the Wyfibox eShop. You are advised to check this page from time to time to take notice of any changes, as they are binding on you.

BEFORE PLACING AN ORDER FOR PRODUCTS, YOU MUST READ AND AGREE TO BE BOUND BY THESE T&C OF SALE. FOR EACH ORDER OF PRODUCTS ON THE WYFIBOX eSHOP, YOU WILL BE REQUESTED TO CONFIRM YOUR ACCEPTANCE OF THE CURRENT TERMS AND CONDITIONS OF SALE APPLICABLE AT THE DATE OF YOUR ORDER. THE SAID TERMS AND CONDITIONS MAY BE VIEWED PRIOR TO AND AT THE MOMENT WHEN YOU ARE PROMPTED TO CONFIRM THAT YOU ACCEPT THEM. TO INDICATE YOUR ACCEPTANCE, YOU WILL NEED TO CHECK THE BOX "I HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF SALE AND TERMS OF USE OF THE WYFIBOX eSHOP, AS WELL AS THE COOKIES POLICY."

YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 13 (LIABILITY). IF YOU FIND YOURSELF UNABLE TO AGREE TO THESE T&C OF SALE YOU MAY NOT PROCEED TO ORDER ANY PRODUCTS OFFERED ON THE WYFIBOX eSHOP.

2. Ordering procedure and Contract Formation

To be able to buy Products on the Wyfibox eShop you have to:

- complete the order process including acceptance of the T&C of Sale, the Terms of use, as well as the Cookies Policy and Privacy Policy;
- provide your title, first name, name and address, language, phone number, email address, payment details and other required information;
- provide a valid delivery address in one of the authorized countries. CYC2 is unable to deliver to certain addresses, including but not limited to, P.O. Box/CEDEX addresses, overseas army addresses, some hotels, prisons, ...
- be above eighteen (18) years old and legally capable of entering into binding contracts
- as the case may be, be the owner or authorized holder of a valid debit/credit card to buy the Products if paying with a debit/credit card.

You may place an order by clicking on the "ADD TO CART" button and proceeding to the order confirmation process.

You are encouraged to carefully review your order(s) by clicking on "My cart" in the menu on the top right hand side where photograph(s) of the Product(s), the quantity selected, as well as the currency and the subtotal for the selection will be displayed. Read and accept the Terms of Sale, the information you have provided and correct any input errors before confirming your order(s).

While every effort is made to ensure that the colour and design of the Products in the photographs displayed on the Wyfibox eShop match those of the original Products, variations may occur, in particular due to colour display constraints on your computer equipment. Consequently, CYC2 cannot be held liable for any error or insubstantial inaccuracy in the photographs or graphic representations of the Products included on the Wyfibox eShop. In the event of queries regarding the Products, you may contact our Customer Care Centre.

You agree that your order is an offer to buy the Product(s) listed in you order under the T&C of Sales. Every order of a Product is considered a separate purchase. All orders are then subject to acceptance by CYC2 who reserves the right not to accept any order for legitimate reason (including but not limited to orders which are suspicious of fraud).

3. Order Processing and Contract Formation

Once you have submitted and confirmed the information contained in your order(s) using the Wyfibox eShop, CYC2 will send an email to the email address you provided acknowledging receipt ("Order Confirmation email") of the order(s) and setting out details of the ordered Product(s), the total amount of the order and details of the shipping cost as well as the (delivery) price. This email does not constitute an acceptance of you order(s), only a confirmation that CYC2 has received it.

The receipt email will also contain a link to the applicable T&C of Sale that you are encouraged to save and/or print a copy of together with the Order Confirmation email for your records.

CYC2 may choose not to accept any order in CYC2's sole discretion including without limitation in the case of abnormal orders, any order placed by a customer with whom it has a dispute concerning a prior order and orders which CYC2 suspects are not placed in good faith.

A contract for the sale of Products between you and CYC2 will be formed when CYC2 emails you that the Product(s) has/have been dispatched ("Shipment Confirmation email").

If you would like to cancel your order after you have received your Shipment Confirmation email, please see the Return and Refund section below.

You agree that the data recorded by the Wyfibox eShop constitute proof of all transactions made between CYC2 and its customers. In the event of a dispute between CYC2 and one of its customers about a transaction made on the Site, the data recorded by CYC2 will be considered as irrefutable proof of the content of the transaction.

4. Prices, shipping, handling and charges

The price charged for a Product will be the price (including VAT or other taxes, in EURO) in effect at the time your order is placed and will be set out in the Order Confirmation. As the case may be, all orders are payable in EURO and must be paid immediately at the time of ordering.

CYC2 reserves the rights to amend the prices of the Products on the Site at any time and without any prior notice.

In the event of a pricing error, whether on the Wyfibox eShop or in an Order Confirmation email or otherwise, you accept that CYC2 has the right to correct such error and charge the correct price or cancel the order. If the actual price is more than the amount shown on your order confirmation CYC2 will contact you with the correct price before processing your order, and your sole remedy in the event of such error is to cancel your order. If a Product's correct price is lower than our stated price, CYC2 will charge the lower amount and send you the Product(s).

You acknowledge that even after CYC2 has sent you a Shipment Confirmation email, if the pricing error is obvious and could have reasonably been recognised by you as a misprice, then CYC2 is under no obligation to provide a Product to you at an incorrect (lower) price and may cancel your order.

Prices for the Products include charges for shipping and handling but can be viewed on the acknowledgement page prior to the confirmation of your order as well as in your Order Confirmation email. Shipping charges are based on the delivery location and method you select during the check-out process.

Prices for Products and shipping/handling costs are liable to change at any time, but changes will not normally affect orders in respect of which we have already sent you a Shipment Confirmation email (save in the case of a manifest pricing error as described above).

5. Payment and Daily Fees

Payment shall be made by one of the methods you have selected during the order confirmation process. Approved credit and debit card types will be listed during the ordering process. In the event CYC2 does not receive the authorization for the payment of your order in full, CYC2 reserves the right to refuse your order.

The value of your purchase(s) will be settled from the applicable card depending upon the payment method you used.

You assume the risks (in particular regarding loss, theft or damage) relating to the delivered Products from the moment they are delivered to the address specified in your order.

Daily Fees. Customer will pay all Daily Fees specified in all applicable monthly invoice. Daily Fees are electronically billed upon execution of the Order and due ten (10) days from the billing date.

6. Delivery

The delivery may only occur in the countries and to the available addresses as defined under article 3 "Ordering procedure" of the T&C of Sale.

When your order is accepted, you should normally allow two-five (2-5) business days for standard delivery as from the Order Confirmation email, provided that your payment is received before 3 PM (GMT+1). They are not guaranteed delivery times and should not be relied upon as such. Delivery shall, after acceptance of your order, in any event take place within thirty (30) days after the Order Confirmation email should the payment intervene. Any failure to deliver, late delivery, unavailability or delay in availability of your Products must be reported to our Customer Care Centre as soon as possible. No

claims notified to us more than thirty (30) calendar days from the date of the Order Confirmation email will be taken into account.

CYC2 reserves the right to substitute another carrier of equal or lesser cost to deliver your order.

Each delivery will be preceded by your invoice sent by email.

If CYC2 cannot deliver your order within the period specified in your Order Confirmation email then CYC2 will contact you and you may choose to cancel your order and, should you choose this option, CYC2 will provide you with a full refund.

If you unreasonably defer delivery or delay the receipt of delivery after CYC2 has notified you that they have tried to deliver the ordered Product(s), or if you have provided CYC2 with an incorrect delivery address which results in an unsuccessful delivery, the delivery package will be returned to CYC2.

You must check for any lack of conformity in the Products at the time of delivery and, if any anomalies are found (e.g., open package, damaged goods, etc.), you must handwrite any reservations, if possible on the delivery note, sign it and report it immediately to the Customer Care Centre through the online Wyfibox contact form. The same applies should the Product(s) you have received do not correspond to the one(s) you have ordered, or if your delivery is incomplete.

7. Events outside the control of CYC2

CYC2 shall not be held responsible for delay or failure to perform, if the delay or failure is caused by any act, event, non-happening, omission accident or circumstance beyond its reasonable control including but not limited to:

- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- strikes or lockouts (or other industrial action);
- national or local states of emergency,
- failure of transportation facilities, power or utility outages, earthquake, fire, explosion, storm, flood, subsidence, epidemic or other natural disaster.
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- the acts, decrees, legislation, regulations or restrictions of any government
- extreme meteorological conditions (heavy snow, hurricane, etc.).

CYC2's performance is deemed to be suspended for the period that the above continues.

8. Product Availability

You will be prevented from ordering Product(s) which is/are not in stock. Should the Product(s) not be in stock, the contract between you and CYC2 will not be concluded with respect to said Product and such Product will not be included in the Shipment Confirmation email.

9. Compatibility, Product information

Please take care when placing your order to ensure that the Products you purchase are compatible for the intended use among other regarding the water resistance. Please use the Wyfibox eShop as your final point of reference when checking compatibility.

If the Products you have received do not correspond to the ones you have ordered, or if your delivery is incomplete or damaged in transportation, please contact without delay CYC2 Customer Care Centre through the online Wyfibox contact form.

10. Title to Products

CYC2 retains full legal title and ownership to Products until CYC2 has received all amounts due on the ordered Products in full. Title and risk to Products passes from CYC2 to you upon delivery.

11. Return and refund

You are entitled to a full refund (including VAT and other taxes but excluding delivery charges) if you return your purchase without giving any reason within fourteen (14) days starting on the day of delivery of the Product. The refund will only intervene for the Product(s) which are returned. Your legal rights in respect of defective goods are unaffected after this period of fourteen (14) days.

You must return the Product(s) you have purchased from the Wyfibox eShop to CYC2 within 14 (fourteen) days starting on the day you complete the online return request form.

CYC2 will use the same means of payment as you used for the initial transaction. In any event, you will not incur any fees as a result of such reimbursement.

To cancel or return your order you must notify CYC2 Customer Care Centre through the online return form. This online form can be accessed via the URL link received in the Shipment confirmation e-mail. Once your tracking ID has been received you need to select "Return this package" and fill in the online return form. This "Return this package" button will only be available during the 14 days following the delivery date of your order. All orders must be returned in accordance with the return procedure which is explained in the online return form.

CYC2 bears the costs of a standard return as long as it meets the following conditions:

- you use standard return (drop off in DHL Access point)
- you follow the return procedure
- all articles are returned within 14 days following the delivery date

If any of the above conditions is not met, you will have to bear the direct costs of returning the Product(s). You may be liable if the value of the Product(s) returned diminishes due to the return.

If you do not return the Products together with the invoice, CYC2 reserves the right to refuse a refund. If you return any Products in a used or damaged condition, CYC2 reserves the right to deduct from any refund due to you (or otherwise seek to recover from you) an amount equivalent to the reduction in value of the Products, which might be 100% of the purchase price.

Your refund may be withheld until fourteen (14) after receipt by CYC2 of the returned Products or evidence that you have sent the Products back to CYC2, whichever is the earliest. Please note that your bank may take longer to process the refund.

12. Guarantee

THIS GUARANTEE GIVES YOU SPECIFIC RIGHTS. IT IS OFFERED AS AN ADDITIONAL BENEFIT TO YOUR RIGHTS UNDER LAW. YOU ALSO HAVE OTHER RIGHTS UNDER LAW WHICH MAY VARY FROM COUNTRY TO COUNTRY.

Nothing in the T&C of Sale will replace or lessen any of your statutory rights or remedies as a consumer. CYC2 will deliver a Product to you that is consistent with the sales contract and free from any defects upon delivery of said Product, in that the Product will be fit for the use normally expected of a similar product and will present the characteristics outlined at the time of sale during two (2) years from the original date of delivery of the Product(s).

This means you can request a repair or a replacement (depending among others on the possibility to repair the Product) free of charge if the Product(s) turn(s) out to be faulty. CYC2 will repair or replace your Product with a Product of identical or similar characteristics, except as set out below. CYC2 may

replace your Product under this guarantee whether or not a repair of your original Product is possible. If CYC2 chooses instead to repair your Product it may do so with new or refurbished components.

If the Product(s) cannot be replaced within a reasonable time, you may request a refund or price reduction. Refunds, if authorised, will usually be made using the same method originally used by you to pay for your purchase.

Please retain your order confirmation/invoice or pass it on to the gift recipient as the original proof of purchase is the warranty.

This guarantee does not cover normal wear and tear, or damages caused by accidents, mishandling, improper use (knocks, crushing etc.). Repairs (or attempted repairs) to Products other than by CYC2 will void this guarantee whether or not damage has been caused by such repair or attempted repair.

If your Product is repaired or replaced by CYC2 under this guarantee, the new item will benefit from the remainder of the term of this guarantee (calculated from the date of the original purchase of the Product). The period of this guarantee shall not be extended whether or not your Product is repaired or replaced.

13. Liability

CYC2 warrants to you that any Product purchased from through the Wyfibox eShop is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

CYC2 will not be responsible for ensuring that the Products are suitable for your purposes.

CYC2 is not responsible for (i) losses that were not caused by any breach on its part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses which happen as a side effect of your main loss or damage that were not foreseeable to both you and CYC2 when the contract for the sale of products by us to you was formed, including but not limited to loss of anticipated savings (iv) any claim by any third party.

These T&C of Sale set out the full extent of the obligations and liabilities of CYC2 in respect of the sale of the Products via the Wyfibox eShop. To the extent permitted by applicable law, there are no other warranties, conditions or other terms that are binding on CYC2 other than those set out in these T&C of Sale.

TO THE FULL EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF CYC2 SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE PURCHASE OF THE APPLICABLE PRODUCT(S) FROM The Wyfibox eShop. This does not include or limit in any way the liability of CYC2 for any matter for which it would be illegal for CYC2 to exclude, or attempt to exclude, liability.

14. Severability

If any provision of these T&C of Sale shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these T&C of Sale and shall be enforced to the fullest extent permitted by applicable law not affecting the validity and enforceability of any remaining provisions.

15. Contact details

CYC2 Customer Care Centre will assist you with any eSTORE order related question(s) or complaint(s). You can contact CYC2 either via email customercare@wyfibox.com or through the online contact form.

CYC2 Customer Care Centre is closed during the Weekend and on the following bank holidays:

- 25 December

- 1 January
- Easter Monday
- 1 May
- Ascension Day
- Whit Monday
- 21 July
- 15 August
- 1 November
- 11 November

16. Transfer of rights and obligations

These T&C of Sale are binding on you and CYC2 and on any person CYC2 might transfer its rights to.

You may not transfer, assign, charge or otherwise dispose of a contract with CYC2, or any of your rights or obligations arising under it, without our prior written consent.

CYC2 may transfer, assign, charge, sub-contract or otherwise dispose of a contract with you, or any of CYC2's rights or obligations arising under it, at any time during its term.

17. Waiver

If CYC2 fails, at any time to insist upon strict performance of any of your obligations under these T&C of Sale, or if CYC2 fails to exercise any of the rights or remedies to which it is entitled under these Sale Terms this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

18. Use of the Wyfibox eShop and social media

You must not use the Wyfibox eShop: (i) in any way that may interrupt, damage or impair the Wyfibox eShop, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or (iii) to cause annoyance, inconvenience or anxiety, or (iv) knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful ; attempting to gain unauthorised access to the Website, the server on which our Website is stored or any server, computer or database connected to our Website ; attacking our site via a denial-of-service attack or a distributed denial-of service attack.

If you post content or submit material, and unless we indicate otherwise, you grant: (a) CYC2 a non-exclusive, royalty-free and fully sublicensable and transferable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and (b) CYC2, its sublicensees and transferees the right to use the name that you submit in connection with such content, if they choose. No moral rights are assigned under this provision.

You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. To the extent permitted by law, you agree to waive your right to be identified as the author of such content and your right to object to modifications of such content which are not derogatory. You agree to perform all further acts necessary to perfect any of the above rights granted by you to CYC2 including the execution of deeds and documents, at our request.

19. Communication of your personal data to Stripe

Furthermore we hereby inform you, in connection with your order, your personal data relating in particular to your identity, domicile, personal status, phone number, email address, bank card and bank account numbers, or to the transactions you enter into or payments you make, are processed by Stripe : i) with the purpose of allowing us to be able to perform our agreement, ii) with the purposes of fraud monitoring and fraud management (determining the risk levels associated with transactions, detecting

and managing any resulting alerts), and iii) with the purpose of compliance with Stripe legal obligations under the applicable legislation relating to the fight against money laundering and the financing of terrorism and iv) with the purpose of compiling market analysis, statistics, analysis of transaction data, improvement of the service provided by Stripe.

The collection of your personal data is a mandatory requirement for these purposes. Without this personal data your transaction could be delayed or rendered impossible and your order cancelled.

Please be informed that Stripe, with registered seat at Fazantenlaan 2, B-1560 Hoeilaart in Belgium is the data controller for such data processing.

Stripe will not communicate your personal data to third parties, except in the following two cases:

- Communication by Stripe of personal data to its, affiliates, subcontractors or other parties with whom Stripe has a contractual relationship and that provide services for / assistance to Stripe in the framework of i) the performance of the agreement between us and Stripe, ii) fraud prevention and management and iii) with the purpose of compliance by Stripe with its legal obligations under the applicable legislation relating to the fight against money laundering and the financing of terrorism and (iv) communication to third parties of anonymous or aggregated data. The third parties that are providing service/assistance to Stripe with regard to fraud monitoring and fraud management can insert your personal data into their own specific database(s) that is (are) used by them to provide services for a multitude of merchants to prevent and manage fraud.

- If Stripe is required by law to communicate certain information or documents to the National Bank of Belgium, to the Financial Intelligence Processing Unit (CTIF-CFI), to similar Belgian or foreign authorities, or generally speaking to any judicial or administrative authority, law enforcement authorities or any legal or administrative authorities. Communication of personal data to those entities will be limited to the extent necessary or required under the applicable regulations.

Furthermore, we hereby inform you, in connection with your order, of fraud monitoring and fraud management activities which means that your personal data will be subject to further processing in addition to the processing of card not present payments. Stripe is the data controller for this additional processing intended to prevent and combat fraud, determine a risk level and model the score.

Any fraud may result in the recording of your personal data in a file managed by Stripe in order to retain a trace of frauds, in particular to provide information for criteria used to evaluate risks and the score templates used. This recording of your data may also give rise to you being assigned a higher risk in the event of any subsequent order placed with a merchant that is active in the same type of industry/sector and that is using the services of Stripe, and could potentially lead to the rejection of this order by the merchant.

You have the right to query, access and correct your data, as well as the right to object, for a legitimate reason, to the processing of your personal data. To exercise this right, you can send a letter to: Stripe - Legal department "data protection" - Fazantenlaan 2, B-1560 Hoeilaart in Belgium. You may hide the data that you are not required to provide according to your local legislation.

20. Entire agreement

These T&C of Sale and conditions and any document expressly referred to in them represent the entire agreement between CYC2 and you and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

You acknowledge that, in entering into a contract with CYC2 you have not relied on any representation, undertaking or promise given by CYC2 or any third party or be implied from anything said or written in negotiations between CYC2 and you prior to such contract except as expressly stated in these T&C of Sale.

21. Governing law and Jurisdiction

These T&C of Sale and your order/purchase of Products from CYC2 through the Wyfibox eShop shall be governed by and construed in accordance with the laws of Belgium before the Belgian Courts.

However, in accordance with Regulation EC 593/2008 of 17 June 2008, these T&C of Sale shall not preclude compliance on the part of CYC2 with a provision that is more favorable to the customer, and which shall apply in full by agreement, under the law where the customer has his/her habitual residence.

Notwithstanding the above, in the event of a dispute, in accordance with the provisions of Regulation No. 44/2001 of 22 December 2000 you may file a claim either before the courts where you are domiciled, or before the Belgian courts and CYC2 may file a claim before the courts where you are domiciled.