

GENERAL TERMS AND CONDITIONS

to use website www.ecoplay.ro

Welcome to our website www.ecoplay.ro! Here you will find a unique selection of children's goods, flooring and crawling mats and play with a unique design for your home!

These General Terms and Conditions govern the relationship between users and the administrator of the website in connection with the sale and delivery of goods through the website.

By accessing, browsing and using the services of the website, you agree to these Terms and Conditions and agree to be bound by them. In case of disagreement with the General Terms and Conditions, please stop using the website and services.

I. Definitions

"General terms and conditions", "GTC"- the terms and conditions governing the relations between the Users, on the one hand, and the Administrator, on the other hand, in connection with the access to the Website, the viewing and use of the provided Services.

"Website", "Site" - dedicated Internet space with web address (URL) www.ecoplay.ro, including mobile and other related software applications.

"E-shop" - virtual, e-shop, available at web address (URL) www.ecoplay.ro ,through which remunerative online sales of goods and services with a distance selling contract are performed.

"Administrator", "We"- the company that manages and maintains the Website: ECOPLAY Ltd., entered in the Commercial Register to the Registry Agency, with UIC206227380, with registered office and address of management: Sofia, postal code 1404, Triaditsa district, 43A Todor Dzhebarov Str., ap.10.

"User", "You"- a person who accesses the Website and/or uses the provided Services.

"User profile"is the collection of data related to a registered User who uses the Services of the Website.

"Services"- all services, resources and functionalities provided by the Administrator through the Website and available to the Users.

"Goods"- products and articles (children's goods, mats, etc.) offered through the Website.

II. Acceptance, validity and effect of the General Terms and Conditions

1.With access, browsing, registration and use of the Services and Resources of the Website Users confirm that they are familiar with the GTC, and accept unconditionally that they are bound to them. Registration on the Website requires the prior consent of the User with the GTC, the Privacy Policy and cookies, as well as other written terms and conditions of the Administrator published on the Website.

2. These GTC are a legally binding agreement for the Users and the Administrator. Their relationship is governed by these GTC, the Privacy and Cookies Policy,as well as the other written terms and conditions of the Administrator published on the Website,which are an integral part ofcurrent GTC.

3.These GTC apply equally to registered and unregistered Users. GTC does not address or regulate any issues arising from or related to the provision of links to other sites, advertisements, services, products and software to third parties, as long as the latter are not provided and controlled by the Administrator.

4.The administrator determines the content of the current GTC and reserves the right to make changes at any time. The changes are announced as the updated GTC are published on the Website with the date of the last update reflected in them, as well as through communication with the Users in the cases when this is required by law. Any change takes effect from the moment it is announced. In case of disagreement with the new version of the GTC, the User should not use the Website and the Services after the entry into force of the new version. If the User continues to use the Website and the Services after the update of the GTC, it will be considered that he agrees with the latest published version of the GTC.

5.The Administrator takes due care to present complete and accurate information on the Site. There may be inaccuracies or inaccuracies in some descriptions due to human or technical error.

6.In the event that Users have doubts about the quality of the Services or the content or reliability of the Site, they must not use the Services or any part of the Website. In all other cases, if, despite these doubts or reservations, the User continues to use the Services or resources of the Website, the responsibility for this decision lies solely with the User.

III. Services

7.The Website provides Users with the opportunity to send online orders for the purchase of Goods from the E-shop with a web address (URL) www.ecoplay.ro.

8.The website offers users a wide selection of children's mats for crawling and playing and other baby and children's goods. The Administrator reserves the right, in its sole discretion, to expand the catalog of offered Goods or to suspend the sale of certain Goods.

9.The site contains information and offers about the offered Goods. They can be separated and sorted by various indicators such as collections according to the wishes of the User and in order to make them easier to find, as the Site has a built-in search engine.

10.We make every effort to show as accurately as possible colors and images of our products in the catalog of the E-shop, but we do not give guarantees that these images are completely identical to the colors and type of products. The photos of the products aim to give the most general idea of their appearance and their main characteristics. Additional detailed information about the Goods is given in the description and specification for each Goods (price, parameters, advantages, etc.). All descriptions and/or prices of Goods are subject to change anytime, without notice, at the discretion of the Administrator.

11.The User is responsible for the choice of each Product, as well as for the compliance of the selected Product with the expectations of the User for its type, functionality and purpose. The services and resources of the Website are used at the request of the Users, at their risk and responsibility.

12. Order. Concluding a contract for distance selling

12.1.In order to place an order for the Goods through the Website, the User must follow the procedure for making an online purchase on the Website by clicking on the button "Add to cart" or "Order now" next to the image of the selected Product, following the instructions on the Website to complete the order. By selecting the "Order Now" button, the User goes directly to the steps for choosing payment and delivery of the selected product, and with the "Add to Cart" button you can continue shopping and/or use other Services, resources and features of the Site.

12.2.Before placing an order, the User has the opportunity to review the contents of the basket with the selected Goods, to review the final total value of his order, to make changes in the type or number of Goods or to cancel the order. After reviewing, the User performs the following steps by clicking on the "Continue" button and should provide his contact and delivery details, choose a

delivery method and method of payment, as well as agree to these Terms and Conditions by clicking on the button **“I agree with the General Terms and Conditions and the Privacy policy.”**

12.3. The completed order is sent to the Administrator via the **"Place an order"** button. After receiving a confirmation email from the Administrator, the order is considered completed and the distance sales contract enters into force.

12.4. All orders of goods depend on their availability and ability to manufacture. In this regard, if there are difficulties with the delivery of Goods or they are no longer available, the Administrator reserves the right to provide information on replacement Goods of the same or higher quality and value that can be ordered. If the User does not wish to order replacement Goods, the Administrator will refund the amount paid for the unrealized order.

13.Prices. Payment

13.1. The prices of the Goods offered in the E-shop are in Bulgarian leva (BGN) or in another currency indicated in the information about the goods on the Website, including all taxes and fees. The administrator reserves the right to change prices at its discretion without prior notice. The prices of the Goods are valid until the date specified in the E-shop (if any) or until their subsequent change made by the Administrator.

13.2. The amount due by the User for each order, including all costs related to the purchase and delivery, is indicated before the confirmation of the order.

13.3. The methods of payment are determined in these General Terms and Conditions, as well as from the information provided to the User on the Website of the Administrator. The consumer is free to choose one of the following methods of payment: (a) by cash on delivery; (b) by bank transfer; (c) by credit/debit card or otherwise expressly stated by the Administrator on the Website.

13.4. In case of payment by cash on delivery, the value of the order (the price of the ordered Goods together with the delivery amount) is paid to the courier upon delivery and the User receives the payment document required by law confirming the shipment of the Goods.

13.5. When paying by bank transfer with the validity of the order is paid to the following bank account of the Administrator:

Bank name: Unicredit Bulbank

Beneficiary name: Ecoplay Ltd.

IBAN: BG66UNCR70001524180640

BIC Code:UNCRBGSF

13.6. Credit/debit card payments are made through the *Stripe* payment system. When paying via *Stripe*, the terms of this payment system apply. The user should be aware of these conditions, including the availability of additional fees listed on the system's website or in other written terms and conditions. The administrator reserves the right to specify other payment methods and systems.

13.7. If the payment by bank and/or credit/debit card is not authorized, the Administrator is not responsible for the consequences of unauthorized payment.

13.8. Depending on the chosen payment method, it is possible to charge additional fees determined by the respective payment operator responsible for the chosen payment method. It is recommended to get acquainted in advance with the conditions and prices for services of the respective payment operator in order to choose the most appropriate and/or economical method of payment from the methods of payment specified in these GTC.

14. Delivery

14.1. The administrator uses the services of licensed courier companies listed on the Site. The price of the delivery is determined by the Tariff of the respective courier company and is at the expense of the User and is paid by him.

14.2. The delivery time varies depending on the conditions, workload and policy of the respective courier company. The administrator does not commit to the exact date and time of delivery. Deliveries are made within the working day of the courier from the courier network of the respective courier service provider. The delivery period may be extended in the event of unforeseen circumstances beyond the reasonable control of the Administrator.

14.3. For the purposes of these General Terms and Conditions, "delivery" will be considered completed and the Goods will be considered "delivered" as soon as the User or a third party authorized by him acquires possession of the Goods, as evidenced by signing a document Website Goods at the delivery address specified by the User.

14.4. In case the User has selected several Goods within one order, each of the Goods may be delivered to the User at a different time.

14.5. It is possible that the price for delivery varies depending on the place of delivery chosen by the

User. Before finalizing the order, the User receives the final amount of the delivery price.

IV. Access and registration. User profile

15. Access to the Site is free for both registered and unregistered Users.

16. The user can register by filling in the relevant electronic registration form available on the Website. The presence of a User Profile is not a necessary prerequisite for ordering Goods in the e-Shop.

17. When registering on the Website, the User fills in all required fields in the registration form and is responsible for the precision, timeliness and accuracy of the data. The user is solely responsible for all actions and/or omissions related to the use of their user profile on the Website.

18. When creating a user profile, the User should not: (a) use the email address or username of another person with the intention of impersonating that person; (b) use a name that is subject to the rights of another person without permission; (c) use an email address or username that is obscene, offensive, or otherwise inappropriate.

19. The Administrator may delete any account, delete all registration information and any other information provided by the User through the Website, at any time, without notice due to violations of these GTC or provisions of applicable law. The Administrator shall not be liable for any damages or losses resulting from the removal of User Content from the Website and/or the Services.

20. The User may delete his/her User Profile at any time. The Administrator reserves the right to temporarily or permanently restrict or block access to the Website and/or the Services of all Users if there is a valid reason.

21. The Administrator is not responsible for any loss or damage resulting from the inability of the User to maintain the confidentiality of their password.

V. Rights and obligations

22. *Rights and obligations of the User*

22.1. *The user undertakes:*

- a) To use the Services and resources offered on the Website lawfully, according to their purpose and in accordance with these GTC and to provide accurate information about themselves, not to impersonate another person, not to create user profiles by automated means or otherwise not to try to mislead others about his/her identity when making communications through the Website. The User is obliged to immediately notify the Administrator of any unauthorized use of his/her account;
- b) To access the Services and resources of the Website through the technologies and tools provided by the Administrator, implemented through their usual functionality on the Website;
- c) Not to use, reproduce, copy and distribute, in whole or in part, the Website and/or the content published on it for any purpose (commercial or non-commercial) beyond those expressly stated in the GTC;
- d) To be informed about changes in the Website, the Services and other resources according to the information about these changes published on the Website;
- e) To pay the price of the Goods for each confirmed order according to the chosen payment method under item 13.3. of these GTC;
- f) Not to use the trademark of the Administrator and not to infringe other intellectual property rights of the Administrator and third parties.

22.2.*The user has the right:*

- a) To legally use the Website and all Services for the purposes and within the limits of these GTC;
- b) To create his/her User Profile, in accordance with the requirements of these GTC, as well as to make subsequent changes in it;
- c) To terminate at any time, at its discretion and desire, the use of the Services and the Website and to request deletion of their account;
- d) To freely choose how to pay for the purchased Goods through one of the methods of payment specified on the Website;
- e) To check the content of each order for compliance with the order, as well as to inspect the goods for visible defects;
- f) To file a complaint in case of non-compliance of the received Goods with the distance sales contract under the conditions of item 24 of these GTC;
- g) To return the purchased Good/s under the conditions of item 23 below.

23. Right of refusal and return

23.1.The User has the right to return the purchased Goods without paying compensation or penalty and without stating a reason, within 30 days from the date of receipt of the Goods. An obligatory condition for exercising the right to withdraw from the distance selling contract is the prior notification of the Administrator by the User within the specified 30-day period. The right of refusal is exercised through an explicit statement of intent of the User, expressed by filling out the appropriate form to return to the Site or by sending a notice of refusal by email: hello@ecoplay.ro. The Administrator sends to the User a confirmation of receipt of the request for return.

23.2.Non-refundable Goods for which the conditions of Art. 57 of the Consumer Protection Act (CPA), including but not limited to: sealed Goods that are unsealed after delivery and cannot be returned due to reasons related to hygiene or health protection, Goods that are made by order of the User.

23.3.The period for exercising the right to return purchased Goods expires after 30 days from the day on which the User or a person authorized by him acquires physical possession of the Goods, or, in the case of multiple Goods in one order, delivered separately, the period expires after 30 days from the day on which the last Goods from one order was received.

23.4. User who has exercised his/her right to withdraw from the distance contract must send or hand over the Goods back to the trader or a person authorized by him without undue delay and no later than 30 days from the date of receipt of the Goods. The deadline is considered met if the User sends or hands over the Goods back to the trader before the expiration of the 30-day period.

23.5.The User pays only the direct delivery costs for the return of the Goods according to Art. 55, para 2 of the CPA. When the right of return is exercised in a country outside Bulgaria, the costs of delivery of the returned goods are deducted from the amount that the Administrator reimburses to the User under the conditions of item 23.7 in the GTC.

23.6.Returned goods must meet the following mandatory conditions:

- (a) Be in their original packaging and their commercial appearance has not been damaged (torn packaging, removed labels, missing parts, etc.);
- (b) Not used;
- (c) Be accompanied by all documents accompanying the delivery and the Goods, including but not

limited to the receipt or invoice, instructions for use and others.

23.7.The User agrees that the Administrator will reimburse the value of the returned Goods by bank transfer, including the cost of delivery within 14 days from the date on which he was notified of the User's decision to withdraw from the contract or by the same means of payment, used by the User in the initial transaction unless the User has expressly agreed to use another means of payment and provided that this does not involve costs for the User.

24. *Complaints*

24.1. The User has the right to file a claim for goods purchased in the e-shop, regardless of whether the manufacturer or seller has provided a commercial guarantee for it.

24.2.The goods should be inspected by the User at the time of receipt. Insignificant differences in color, size and appearance compared to the picture of the Goods on the Website are not considered defects. Acceptance of the Goods upon delivery means that it has been inspected by the User and accepted without objection to defects and its condition.

24.3.Complaints of purchased Goods will be considered justified in the following cases:

(a) In the case of Goods with defects or with a damaged commercial appearance, the User has the right to receive other Goods that comply with the contract. The Administrator undertakes to replace the defective Product with a new one. In case no replacement is possible, the Administrator informs the User within a reasonable time and refunds the amount paid by bank transfer.

(b) The delivered Goods are different from the ordered ones. In such cases, the procedure referred to in point (a) shall apply.

24.4. Complaints of Goods that are used for purposes other than their normal use, or have been used or transported improperly, or have been repaired by the User or a third party, or that are damaged due to negligence of the User or in case of non-observance of the instructions, instructions and advice of the manufacturer for the use of the Goods.

24.5.The User has the right to submit orally or in writing a complaint of the purchased Goods, when it does not comply with the distance selling contract, to the trader or a person authorized by him. Upon filing a complaint, the User may claim to bring the Goods in accordance with the contract, to reduce the price or to cancel the contract and refund the amount paid.

24.6. The Administrator may refuse to bring the Goods into conformity if repair and replacement are impossible or if they would lead to disproportionately high costs, taking into account all the circumstances of the case.

24.7. When filing a complaint, the User indicates the subject of the complaint, his preferred way of satisfying the complaint, respectively the amount claimed, and contact address. The User must also enclose the documents on which the claim is based: 1. receipt, invoice or document certifying the payment; 2. protocols, acts or other documents, establishing the non-conformity of the goods, or 3. other documents, establishing the claim on grounds and amount.

24.7.The User has the right to file a complaint for a user's product within two years from the delivery of the product.

25.*Trade guarantee*

25.1.The goods have a commercial guarantee within the warranty period provided for by the respective goods by law. The Administrator undertakes to replace each advertised defective Product with another, at his own expense. In case of failure to replace the Goods or bring the Goods in accordance with the distance selling contract, the Administrator undertakes to notify the User within a reasonable time and to refund the amount paid by bank transfer.

26.*Rights and responsibilities of the Administrator*

26.1.*The administrator has the right to:*

- a) At any time, in its sole discretion to make changes to the Services and the Website in connection with the maintenance, development and/or improvement of the quality of its Services, as well as to expand the scope of the Services without written notice to Users and without being responsible for this;
- b) To block the User's access to the Website in violation of these GTC, Privacy Policy and other written conditions that are an integral part of the GTC, including but not limited to performing, attempting or in real danger of being performed by the User or by persons using its profile, illegal actions or actions that endanger the security and operation of the Services and/or the Website, or affect the legitimate interests of Users, the Administrator or its partners, contractors and other related parties, or the protection of another significant public interest;
- c) Temporarily limit or suspend the provision of the Services in order to improve the quality of the Services, in the implementation of prevention, troubleshooting, updating information and other related activities;

d) To seek, by all means permitted by law, protection and compensation for committed or alleged violations of the General Terms and Conditions, the Privacy Policy and other written conditions, which are an integral part of these GTC;

e) At any time, at its discretion to update or make changes in the prices of the Goods offered on the Website, without prior notice to Users of such changes and is not responsible for learning about changes from Users.

26.2. The Administrator undertakes:

a) To deliver to the User the purchased Goods according to the order made in the E-shop;

b) To refund in full the value of the Goods purchased and returned by the User within 14 calendar days from the date on which the User has notified the Administrator of his withdrawal from the distance contract.

26.3. The administrator is not responsible for:

a) The quality, reliability, accuracy and performance of related services provided by other persons and organizations in connection with the functioning of the Internet, social networks, hosting and other services in the event of traffic disruptions due to reasons for which the ISP is responsible or persons providing related and other services available through the Website;

b) The quality of the Services when using defective technical means, devices and/or incorrectly configured software by the User or for any direct, indirect, specific, incidental or other damages related to the use of software programs installed on the computer/the electronic device of the User;

c) Damage caused by inaccurate, unreliable and misleading information and/or data published by advertisers or other information sources on the Website;

d) Losses of the User from lost profits;

e) The Administrator does not exercise control and is not responsible for the quality of services of third parties and parties in connection with the sale, payment and delivery of goods ordered through the E-shop, nor guarantees the satisfaction of the User with selected Goods;

f) The administrator is not responsible for delays in deliveries for reasons beyond his reasonable control. Delivery times are indicative, depend on the stocks in the Administrator's warehouses and can be extended if necessary.

VI. Protection of personal data

28.By accessing the Website, the User accepts that his personal data can be collected, processed and stored by the Administrator for proper, trouble-free and full use of the Website and Services in accordance with the GTC and the Privacy and Cookies Policy published on the Website, which is an integral part of the GTC and is available [here](#).

29.The Administrator processes personal data of the Users in his capacity of Administrator of personal data within the meaning of § 1, item 2 of the Additional Provisions of the Personal Data Protection Act (PDPA).

30.The Administrator is not responsible for the provided contact information and other data that are incorrect, false or relate to third parties.

31.The provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the revocation Directive 95/46/ EC (General Data Protection Regulation).

VII. Intellectual Property

33. The interface, content and layout of the Website, including, but not limited to, the trademark and logo of the Administrator, design, text, graphics, images, buttons, user interface, databases and software, and any combination of the above intellectual property, are the property of the Administrator or are licensed by their right holders and are protected by Bulgarian or other applicable international acts on copyright and other intellectual property rights. The reproduction of any element, object of intellectual property, of the Services and the Website may be performed only with the written consent of the Administrator. The use of the Services and the Website does not grant the Users any rights over the intellectual property objects as a whole, or over any part of them.

34.The Administrator has the right to use content published by Users for the purposes explicitly mentioned in these GTC, including, but not limited to advertising, improving the content of the Site, newsletters, notifications and other legitimate purposes in connection with the use of the Site Services.

VIII. Supervision. Alternative dispute resolution

35. The Supervisory Authority for Consumer Protection in Bulgaria is the Consumer Protection

Commission (CPC) with address: 1000 Sofia, 4A Slaveykov Square, fl. 3, 4 and 6; phone number for users: 0700 111 22, website: www.kzp.bg.

36.In case of a dispute regarding obligations in connection with the use of the Website and the Services, the respective User may refer the dispute to the bodies for alternative resolution of consumer disputes (ARD) under the conditions and by the order of art. 181a et seq. of the CPA. Additional information on the alternative resolution of consumer disputes can be found on the CPC website at www.kzp.bg and in the online dispute resolution platform [ODR](#).

X. Applicable law

37.The provisions of the current Bulgarian legislation shall apply to the issues not settled by the present GTC. Disputes regarding the use of the Website and the Services, which cannot be resolved through negotiations by mutual agreement or through an ARD entity, will be referred to and resolved by the competent Bulgarian court.

Thank you for reading the General Terms of Use of the Website!

Effective:02.03.2022

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