

Terms and conditions of use

1- Purpose:

RC TECHNOLOGY is a limited liability company incorporated under Moroccan law with its registered office at 265 Boulevard Zerktouni 9e étage No92 Casablanca, Morocco, registered in the Casablanca Trade Register under number 607027, whose principal activity is the creation, animation, management and operation of an intermediation platform for the sale of fashion and luxury goods.

RC TECHNOLOGY is a technological platform that brings together sellers and buyers of fashion and luxury goods.

RC TECHNOLOGY manages the application that facilitates contact between the User, the Merchant and /or the Seller. The User and the Seller acknowledge that these Terms and Conditions meet the conditions of validity and enforceability of a contract concluded, transmitted and stored in electronic form.

2- User access and registration:

To be a user of the application, the following conditions must be met:

- Be over 18 years of age;
- Fill in the fields on the registration form;
- Adhere to the conditions of use of the platform defined by RC TECHNOLOGY;
- Accept the present General Terms of Use;
- Accept the Privacy and Data Protection Policy;
- Accept the Cookies Policy;
- Have a valid e-mail address and telephone number.

3- Copyright

All content on the platform ("Retrochic"), such as, but not limited to, design, text, graphics, trademarks, logos, images, videos, audio files and software, is the property of RC TECHNOLOGY.

The following terms and conditions apply to all deliveries by RC TECHNOLOGY.

4- Our general terms and conditions

Our terms and conditions ("Terms and Conditions") apply when you order on our Retrochic platform. We encourage you to read them carefully before placing an order.

5- Ordering

Orders can only be placed through our platform. We do not process orders submitted via e-mail, letter, etc.

If you place an order on weekends or public holidays, it will be processed on the next working day.

We will only accept your order if your payment details are correct, and we have no reason to believe that you are in breach of our terms and conditions. We reserve the right to cancel your order, without being liable to pay compensation or other charges, in the following situations:

- If your payment details are incorrect or cannot be verified
- In the event of an error on the platform, such as a payment error, etc.
- If we have reason to believe that you are under 18 years of age, or that your order has been placed with the intention of committing fraud, etc., or is related to a criminal offence or other illegal activities.

We also reserve the right to cancel your order or part of your order if an item is out of stock. If your order includes more than the cancelled item, the remainder of the order will be shipped.

6- Prices and payment

All prices are quoted inclusive of VAT and other taxes/duties. The applicable price is the one indicated on our platform for the item concerned at the date of the order. Your payment will be debited upon delivery.

Prices indicated on the website for items, delivery, and other costs include VAT and other taxes/duties. Delivery, freight, and postage costs may vary for each order. Delivery charges will be shown on a separate line in your shopping cart and on the billing page, as part of the total payment amount.

The total price of your order, including shipping charges and taxes/fees when paying by credit card, will be calculated before you finalize your order. RC TECHNOLOGY offers free delivery for orders over certain amounts.

In the event that delivery is handled by an independent delivery agent, these fees are defined by the delivery agent in accordance with the General Terms and Conditions for delivery agents. RC TECHNOLOGY cannot be held responsible in case of erroneous prices transmitted by the seller or the carrier. RC

TECHNOLOGY will not be responsible for the payment of VAT due by any seller, as the latter is responsible for making the corresponding settlements with the tax authorities.

7- When are you bound by your order?

Before placing your order, you have the opportunity to modify the information provided, including delivery, billing, or payment details. You can also adjust your order by adding or removing items from your basket.

Once you click on "Buy" and the order receipt appears on your screen, displaying an overview of your order along with an order number, you are bound by your order. The order receipt will also be sent to you via email. If RC TECHNOLOGY accepts your order, you will receive a confirmation email.

Should you make a mistake with your order, please contact customer service at contact@retrochic.ma for assistance. Please be aware that customer service cannot cancel an order on your behalf if it has already been packed or shipped.

8- When is RC TECHNOLOGY bound by your order?

RC TECHNOLOGY is only bound by your order once we have sent you an order confirmation. Until this date, we have the right to refuse your order due to a printing error, a technical problem, a delivery defect or a delay in delivery. We will send you an order confirmation by e-mail once the order has been accepted. Acknowledgement of receipt of the order immediately after submission of the order does not constitute an order confirmation.

9- Delivery

RC TECHNOLOGY serves solely as an intermediary between Users and Sellers. Under no circumstances is RC TECHNOLOGY responsible for the delivery or quality of the Products ordered by the User. This responsibility rests entirely with the Seller and/or the delivery service.

Upon delivery, Users are advised to verify the conformity of their order and sign a delivery note, where they may make any necessary observations.

10- Rating

RC TECHNOLOGY has implemented a rating system that enables users to provide comments, including the evaluation of services. Legal action may be pursued in cases of abusive, defamatory, slanderous, and/or misleading comments.

11- RC TECHNOLOGY's responsibilities

The general conditions of use govern the registration, access, and usage of the platform by users and sellers. They are not intended to regulate sales made by the seller to the user. The seller shall be solely responsible for any claims made by the user, data entry errors, and delays or errors in delivery. Both the user and the seller are responsible for any illegal acts or acts that may infringe on the rights of RC TECHNOLOGY and/or third parties. Such acts include the use of false identity, counterfeiting, violation of current laws and general terms of use, infringement and violation of intellectual property rights, dissemination of defamatory, abusive, obscene, offensive, violent, or inciting content, or content of a political, racist, or xenophobic nature. The user and the seller agree not to use information about third parties, including email addresses.

The user acknowledges that RC TECHNOLOGY is not responsible for the quality, authenticity, or legality of items offered for sale by sellers on the platform. RC TECHNOLOGY encourages users to exercise caution in their transactions and to report any suspicion of counterfeit items.

In the event of non-compliance with these obligations, RC TECHNOLOGY may terminate the user's and/or seller's account and/or delete contentious content and messages. RC TECHNOLOGY cannot be held liable for any direct or indirect damage resulting from access to or use of the platform, including the consequences of a virus affecting the user's or seller's computer equipment following access to or use of the platform or downloading elements from the platform.

12- Returning faulty and incorrect items

If the item you received is faulty or incorrect, please promptly contact our customer service department using the details provided in section 21. We will then proceed with a refund.

Concerning the return of an item in this circumstance, it must be done exclusively in the presence of the delivery person during the initial delivery. We strongly advise documenting the delivery by taking a photograph of the parcel upon receipt, and sellers are encouraged to do the same before dispatch.

The transaction is considered complete once the delivery driver has withdrawn. The user may only return the item if the return is made in the presence of the delivery person during the initial delivery.

Please note that RC TECHNOLOGY reserves the right to reject claims for items not processed correctly and in accordance with instructions. Models with sewn-on parts, such as sequins, pearls, studs, and buttons, must be treated with utmost care, including knitted and silk items. This information can be found on the item's label at the time of purchase. Feel free to contact us if you have any questions.

Returning an item without the presence of the delivery person during the initial delivery is not possible. Fit, size, material, color, or quality cannot be grounds for return in this circumstance.

An exception applies if the user subscribes to a specific request for authentication verification. In this case, the user has 5 days from receipt of the parcel to express doubts about the product's authenticity. If, within this period, the user contests the authenticity, they must contact our customer service to report the dispute. If the product is found not genuine, the user will be fully reimbursed, and no return costs will be charged. It is crucial to resolve the dispute in coordination with our customer support for a fair and correct procedure.

Please note that if the user does not come forward within 5 days of receiving the parcel to dispute the authenticity, the order will be considered completed, and no dispute can be opened on this subject afterward.

You can contact RC TECHNOLOGY to arrange a return, subject to the seller's prior agreement and at your expense.

13- Returns

When you return an item to RC TECHNOLOGY, you are responsible for ensuring that the item is properly packaged. You are responsible for the item until we receive it by hand (physical possession) in our warehouse. We therefore recommend that you keep the deliveryman's receipt as proof that you have handed over the parcel to the post office/carrier.

You are responsible for any deterioration in the value of the item caused by handling other than that necessary to determine the nature, characteristics and function of the item.

If you decide to return an item, please ensure that it is in perfect condition. This means it must be clean (no deodorant, perfume or make-up stains), unused, unwashed and with the original tags attached. Shoes must be returned in their original box. If the value of the item has decreased, we reserve the right to refuse the refund and return the item to you.

In order to prevent possible abuse of returns, we announce that after five returns, we reserve the right to suspend the associated account. The use of returns should be restricted to situations where the item differs significantly from its description, or where the package is damaged.

14- Force majeure

RC TECHNOLOGY is not responsible for delays or non-compliance with its obligations under the general terms and conditions if the delay or non-compliance results from events beyond its control (force majeure). As long as a force majeure situation persists, RC TECHNOLOGY is released from the performance of its obligations.

We are not liable to you if, after your order has been placed, circumstances arise that prevent or delay our delivery of the order. These circumstances include, but are not limited to, external factors beyond human control, such as wars, mobilizations, breakdowns in telecommunications/customer infrastructure, external security incidents (e.g., hacker attacks), or the failure of any of our services. Additionally, these circumstances include, but are not limited to, external factors beyond our direct control, such as natural disasters, conditions making it impossible to process your order, strikes, lockouts, fires, blockades, vandalism, orders from public authorities and/or rights holders, epidemics or pandemics, global health emergencies, and other circumstances beyond our direct control.

15- Liability

RC TECHNOLOGY's liability for any claim, including damages, shall in all circumstances, except in cases of force majeure, unlawful intent or gross negligence, be limited to an amount equal to the price of the item purchased by the customer and which is the subject of the dispute. The aforementioned monetary limitation applies regardless of the basis hereof and includes claims based on acts of negligence, strict liability, breach of warranties, penalties, liquidated damages and/or punitive damages.

RC TECHNOLOGY assumes product liability to consumers in accordance with applicable law, without limitation.

16- Personal data

RC TECHNOLOGY treats your personal data confidentially. Please read our privacy policy, which explains how we handle the personal data you provide to us during an online purchase and your general use of the platform.

17- Updates to our platform

RC TECHNOLOGY offers no guarantee as to the accuracy of the information appearing on the platform. However, you can always contact us if you find incorrect information on the website. RC TECHNOLOGY reserves the right to modify the content of the website at any time without prior notice.

We do our best to keep the website up to date and to ensure that prices, offers, descriptions and other information about items are correct. However, spelling mistakes, errors in prices, offers, descriptions and other item information may occur, and we sometimes discover that an item is incorrectly priced.

18- Assignment

RC TECHNOLOGY is entitled to transfer all or part of its contract with you to subsidiaries of the group or to third parties. The quality of the service you receive will not be affected by the assignment. By accepting these terms and conditions, you consent to any such future assignment.

19- Right of complaint

If you have a problem with your items, or if the items are faulty, please contact contact@retrochic.ma. Any errors or defects in the items received must be claimed directly from RC TECHNOLOGY within a reasonable time after such errors or defects have been or should have been noticed.

20. Applicable law and place of jurisdiction

Any dispute or claim which may arise in connection with our contract (your order), including its existence and validity, shall be settled by a court of competent jurisdiction in Casablanca.

21. Contact Information

If you have any questions, concerns or need assistance, please contact our customer service department at the following address:

Email: contact@retrochic.ma

22. Final clauses

Should any clause of the GCU be deemed or declared null and void or unwritten, the other clauses shall remain in full force and effect.

The GCU are governed by Moroccan law. In the event of any difficulty arising in connection with an order or delivery of Products by a Seller, the User shall have the right, before taking any legal action, to seek an amicable solution with the Seller. In the absence of an amicable solution, any dispute arising between RC TECHNOLOGY and the User shall be submitted to the jurisdiction of the courts of Casablanca.