#### Effective Date: January 1, 2025 Last Updated: January 4, 2025

Transactions made through the website <u>www.damonhase.com</u> (the "Site"), owned by David Coy & Diego Rojas, with main address at Calle 48 # 28-09, Bogotá, Colombia are subject to these terms and conditions (the "Terms and Conditions"). Acceptance of the Terms and Conditions described below is required to make purchases on the site. Any person who carries out a transaction on the Site declares that they know and accept these Terms and Conditions. Likewise, any user who visits the site is understood to know and accept each and every condition of these Terms and Conditions. If you do not agree with these Terms and Conditions, do not use this Site. We reserve the right, at any time, to modify, alter, or update these Terms and Conditions, and you agree to be bound by such modifications, alterations, or updates. In these Terms and Conditions, visitors to the Site, potential buyers, and buyers will be collectively referred to as "Customers."

#### **Customer Registration**

Damonhase operates the website through which Customers can purchase products offered on it. Customer registration on this Site is an essential condition for purchasing products through it. For this purpose, the Customer must register their basic data on the registration page, including personal information such as identification number, email, address, and phone numbers. By entering their data, the Customer declares under oath that the information provided is truthful, complete, and current. Registration and purchases by Customers on the Site must be made exclusively by adults. Customer registration information will be collected, stored, and used by Damonhase, maintaining sufficient security standards to prevent, to the extent possible, any tampering, loss, consultation, unauthorized or fraudulent use or access, and guaranteeing the rights of data holders. The information requested during registration is intended for Customer enrollment to access the Site and eventually purchase the items mentioned on the Site. The collected information will be used for statistical and promotional purposes. Once registered, if the Customer decides to purchase any of the products mentioned on the Site, depending on the selected payment method, it will be necessary to provide their financial information, including specific credit card information, billing address, phone number, and the address to which they want Damonhase to send their products. By accepting these Terms and Conditions, the Customer declares, represents, and warrants that they accept and acknowledge the Privacy Policy.

#### Procedure for Using this Site

Through this Site, the steps that must be followed to purchase products are clearly informed. Customers who wish to place an order can select the item(s) and should read the product description to learn about its characteristics (Size, Color, Material, Washing Instructions, Refund Policies). Subsequently, customers can add the product to their "cart." After checking the contents of their selection, customers must complete the identification form provided and fill in the requested information (Full Name, Address, data processing authorization, payment information, and others). Before finalizing an order, customers must confirm that all provided data is correct and truthful. Customers can view and modify order details at any time, as well as cancel it. Consumer consent is manifested in the Site's purchase steps by accepting each one of them and is perfected with the final purchase manifestation after having reviewed the order summary. Damonhase will issue an acknowledgment receipt to the email address registered by the Customer during registration, with information about delivery time, exact price, including taxes, shipping costs, and payment method used.

### Products

Any item visible on <u>www.damonhase.com</u> is offered while supplies last. All product descriptions, specifications, colors, and prices are subject to change by Damonhase at any time without prior notice. Items available on the site are described and presented as accurately as possible (color, size, shape). However, if there are errors or omissions in this presentation, Damonhase is not responsible. The illustrations and photographs of items supporting the text are NOT part of the contractual scope. The color, size, and shape of products may vary from the illustrations, photographs, or devices on which the product is viewed. And in no case can Damonhase be held responsible for these variations. Thus, the customer accepts the purchase according to the specifications indicated in the product description.

### Price

The price of items is shown in euros. The nature of products offered and distributed by Damonhase exempts them from paying VAT. Therefore, the shown price does not include this tax. If any pricing information is inaccurate, Damonhase reserves the right to cancel any purchase made based on an inaccurate price. Items will remain the property of Damonhase until full payment of the product and total shipping payment is received.

### Payment

Customers can pay online on the site using the methods offered by the site. The customer guarantees to Damonhase that they have all necessary authorizations to use the chosen payment method, and that the information provided is truthful and transparent. The server dedicated to payment is protected through SSL (Secure Socket Layer) encryption to protect all data linked to payment methods.

# Return, Exchange, and Warranty Policy

Products can only be exchanged or returned for manufacturing or delivery defects.

# **EXCLUSIONS**

Changes, returns, and/or warranty of items do not cover:

- Normal use, wear and aging of garments.
- Wear of garments due to improper washing.
- Wear of garments due to improper use.
- Variation in size, color, shape of products according to illustrations, photographs, or devices on which they are viewed. Items available on the site are described and presented as accurately as possible; however, if there are errors or omissions in this presentation, Damonhase is not responsible.

### EXCHANGES

To make an exchange effective, the following conditions must be considered:

- The Product must be in its original packaging with no signs of use, with the barcode, and the labels with which it was delivered.
- The exchange process must be carried out within 7 days after receiving the product.

- The exchange will be processed as quickly as possible once Damonhase receives the returned defective items. As a result, a new product will be sent.
- Any costs associated with the product exchange will be assumed by Damonhase.
- All exchanges are subject to approval by the Damonhase personnel

### STEPS TO REQUEST AN EXCHANGE

To make an exchange, the process is as follows:

- A. The buyer must write an email to damonhaseco@gmail.com sending photographic and/or video evidence showing defects in the products
- B. Damonhase will verify that all requirements indicated in these Terms and Conditions are met for the exchange to proceed.
- C. If the exchange is approved, the buyer will receive exchange approval via email, and will be provided with the return label and product return location. If the exchange is not approved, the buyer will be informed via email.
- D. Send the package in the same condition in which it was delivered to the indicated return location, with the corresponding label and proper packaging, within a maximum period of seven (7) days after receiving the return label.

### MONEY REFUND (2CHECKOUT)

The following are the money refund policies by the payment gateway:

If you choose to pay by check or money order you may cancel your Order before making the payment or in case the payment is not received by us in 30 days 2Checkout (now Verifone) will cancelled you Order.

You may submit a request to cancel your order on the same day the order was placed. Please note that if the Order is already shipped or delivered we will not be able to approve the cancelation request.

Shipping costs are non-refundable, except if due to 2Checkout (now Verifone) error, when you need to contact 2Checkout (now Verifone) and make a formal request.

If the refund request is granted by 2Checkout (now Verifone), payments are refunded as follows:

Credit / Debit Cards payments will be refunded within one (1) business days;

Wire Transfer and check payments will be refunded within seven (7) business days and the cost of transfer will be supported by the end user;

PayPal payments will be refunded within one (1) business day;

Other payment methods will be refunded between five (5) to seven (7) days.

If applicable, 2Checkout (now Verifone) reserve the right to hold the refund payment until we receive a completed letter of destruction of the Product signed by you.

The present Refund policy is part of the 2Checkout (now Verifone) TERMS AND CONDITIONS.

# **Shipping Policy**

All orders are subject to product availability. Shipping costs for your order are nonrefundable and are based on the weight of the items you order and your location. The date of delivery for your order may vary due to carrier shipping practices, delivery location, method of delivery and the quantity of items ordered. Damonhase commits to processing any order within 7 to 15 business days from the day following its validation, depending on the number of orders. The indicated times are average times and correspond to the processing, preparation, and shipping times of the order from Colombia. Once the package has been picked up by another carrier outside Colombia, Damonhase is not responsible for additional delays. Additional shipping charges may apply depending on your location and the size of your order. You are responsible for all taxes applicable to the delivery of your order, including sales tax, value added tax, custom duties and excise duties. If there is any damage to the items that you ordered on delivery, you must contact us within 7 days from receipt of your order.