



## WEBSITE TERMS & CONDITIONS

Updated September 2018

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### 1. SCOPE AND ACCEPTANCE

1.1. The website [www.aigle.com.hk](http://www.aigle.com.hk) (the “**Website**”) is owned by and/or operated by or on behalf of Green Square Marketing Limited, a company incorporated under the laws of the Hong Kong Special Administrative Region with Company Number 875300 (“**AIGLE HK**”).

1.2. Any reference herein to “**we**”, “**us**” and “**our**” is intended to refer to AIGLE HK.

1.3. Any reference herein to “**Customer**”, “**you**” or “**your**” is intended to refer to the user of the Website.

1.4. The present terms and conditions (the “**Terms**”) govern the access to and use of the Website, its functionalities, features and services.

By accessing and/or using the Website, its functionalities, features or services, you fully agree to comply with and to be bound by these Terms.

We advise you to carefully read these Terms before accessing and/or using the Website, its functionalities, features or services. A copy of these Terms may be downloaded and printed out by clicking [here](#).

If you do not agree with any part of these Terms, you shall discontinue accessing and/or using the Website, its functionalities, features or services.

1.5. If you have any questions regarding the Website, its content, functionalities, features or services or regarding these Terms, you can contact our Customer Service.

1.6. The Website, its functionalities, features and services are only intended for consumers of required legal age and for personal use.

1.7. The Website should not be regarded as an offer or solicitation from us to sell products in any country to any person to whom it is unlawful to make such an invitation or solicitation in such country.

### 2. INTELLECTUAL PROPERTY

2.1. The content of this Website (including without limitation names, logos, texts, graphics, images and photographs, videos, audio clips, sounds and music or any other type of content) are protected by intellectual property rights, including without limitation copyrights, designs and/or trademark rights.

2.2. By accessing and/or using the Website, its functionalities, features or services, you are not granted, and are not entitled to claim, any intellectual property rights or license of any kind in relation thereto.

### 3. PERSONAL DATA

Please refer to our Personal Information Collection Policy by clicking [here](#).

#### 4. CLICK & RESERVE SERVICE

4.1. The Click & Reserve service (the “**C&R Service**”) offers you the possibility to reserve products presented on the Website and to purchase them thereafter at an AIGLE store in Hong Kong (among those proposed).

4.2. In order to use the C&R Service, you need to register (or if you are already registered, to log-in to your account) as member of our AIGLE Membership Club.

4.3. Only one reservation per account can be made at the same time.

For each reservation, only one product can be reserved and you have to select the AIGLE store -among those proposed- where you wish to reserve the product and be able to purchase it. Only one (1) AIGLE store -among those proposed- can be selected per reservation.

4.4. Following the submission of a reservation, you will first receive an email from us by which we acknowledge receipt of your reservation. Such email is not a confirmation of the reservation.

You will then receive another email from us to inform you whether your reservation is declined (in particular if the product you wish to reserve is not available) or confirmed.

In case of confirmation of the reservation by us, the email (the “**Reservation Confirmation Email**”) will contain a QR code and specify the period during which the product is reserved (the “**Reservation Period**”).

4.5. If and when a reservation is confirmed, the reserved product can be purchased at the selected AIGLE store during the Reservation Period subject only to presenting the Reservation Confirmation Email in-store.

Please be aware that no verification of identity will be made at the time of purchase of a reserved product in-store. It is your responsibility to take all required precautions to safeguard your email account and prevent unauthorized access or dissemination of your emails, among which any Reservation Confirmation Email.

4.6. Payment for the reserved product is made at the relevant AIGLE store and this purchase is governed by the terms and conditions of sale of such AIGLE store.

4.7. Notwithstanding anything to the contrary herein, any reservation made through the C&R Service, even if confirmed by us, does not constitute a sale and purchase contract between you and us and is not a commitment from you to purchase the reserved product.

4.8. A reservation submitted to us (whether confirmed by us or not) cannot be modified but can be cancelled by contacting either our Customer Service or the AIGLE store selected during the reservation process.

If you do not purchase and collect a reserved product at the selected AIGLE store during the Reservation Period, your reservation will automatically expire.

4.9. We expressly reserve the rights in our own discretion to decline or cancel any reservation submitted through the C&R Service, even if previously confirmed by us, without incurring any liability of any kind. You will be informed by email of any refusal or cancellation of a reservation.

4.10. For more details and information about the C&R Service, please refer to the dedicated page by clicking [here](#).

If you have any questions regarding a reservation or the C&R Service, you can also contact our Customer Service or the AIGLE store selected during the reservation process.

#### 5. PAY & COLLECT SERVICE

5.1. The Pay & Collect service (the “**P&C Service**”) offers you the possibility to purchase products presented on the Website and to collect them thereafter at an AIGLE store in Hong Kong (among those proposed)

## 5.2. Ordering and collection process

5.2.1. You can submit a purchase order on the Website through the P&C Service (a “**Purchase Order**”) either by registering as “Guest” or by registering (or, if you are already registered, by logging-in to your account) as member of our Aigle Membership Club.

5.2.2. To submit a Purchase Order, you have to select the products you wish to purchase (with the desired size and/or colour as the case may be) as well as the AIGLE store -among those proposed- where you wish to collect the products. You also have to provide any additional information as required, such as payment information.

5.2.3. For each Purchase Order, not more than five (5) pieces of the same product in one colour and size can be ordered and only one (1) AIGLE store -among those proposed- can be selected for collection.

5.2.4. Following the submission of a Purchase Order, you will first receive an email from us by which we acknowledge receipt of your Purchase Order. Such email is not a confirmation of the Purchase Order.

You will then receive another email from us to inform you whether your Purchase Order is not confirmed/declined (in particular in the event the products ordered are, either in whole or in part, not available or if we have any legitimate reason to decline the Purchase Order, including without limitation if we reasonably believe that you do not use the P&C Service for personal use) or whether your Purchase Order is confirmed.

In case of confirmation of the Purchase Order by us, the email (the “**Order Confirmation Email**”) will contain a QR code and specify the period within which, or the deadline by which, the products shall be collected at the selected AIGLE store (the “**Collection Period**”).

5.2.5. A Purchase Order which is submitted by you and confirmed by us constitutes a sale and purchase contract between you and us.

5.2.6. If and when a Purchase Order is confirmed by us, the purchased products shall be collected at the selected AIGLE store during the Collection Period and collection is subject only to (i) presenting the Order Confirmation Email and to (ii) signing off a collection receipt (the “**Collection Receipt**”) in-store.

Please be aware that no verification of identity will be made at the time of collection of the purchased products in-store. It is your responsibility to take all required precautions to safeguard your email account and prevent unauthorized access or dissemination of your emails, among which any Order Confirmation Email.

## 5.3. Prices, payment and invoicing

5.3.1. The prices for the products presented on the Website are given in Hong Kong Dollar (HKD) and include all applicable taxes (if any), it being specified that the rate of such taxes is the one in force on the day the Purchase Order is submitted.

5.3.2. We reserve the right to change the prices at any time without notice, except the prices of the products for which a Purchase Order has been submitted.

5.3.3. Payment for products ordered on the Website shall be made online using Visa, MasterCard or American Express credit cards only.

5.3.4. To submit a Purchase Order, valid credit card information is required to be provided.

Once the Purchase Order is submitted, a request/pre-authorization of direct debit from the credit card is made. A deduction of funds may already appear on the related bank account at this stage. Nonetheless actual payment is automatically debited upon confirmation of the Purchase Order by us (and not before).

5.3.5. For the avoidance of doubt, payment will not be charged if the Purchase Order is declined. If the Purchase Order is confirmed in part, only the price of the products confirmed will be charged.

5.3.6. Requests of debit and payments are subject to customary validation checks and authorization by the credit card issuer. If such authorization is not given or if there is any issue detected as part of the payment process, we will not confirm the related Purchase Order.

Notwithstanding anything to the contrary herein, if any issue with payment is detected after confirmation of the Purchase Order by us, we reserve the right in our own discretion to cancel the Purchase Order.

5.3.7. In the event of fraudulent use of your credit card on the Website, you must contact immediately our Customer Service.

5.3.8. The payment system on the Website is handled and secured by our technical provider Adyen Hong Kong Ltd., a company incorporated under the laws of the Hong Kong Special Administrative Region with Company Number 1807938 ("**Adyen**"),

Adyen is responsible for processing payments in compliance with PCI DSS standards and requirements and for ensuring the security of credit card information and payment data. Such information and data are encrypted using the SSL (Secure Socket Layering) technology.

5.3.9. For more details and information about payments, please refer to the dedicated page by clicking [here](#).

5.3.10. After collection of the purchased products in-store, the corresponding invoice will be automatically sent to you by email. Please note that you will only be provided with an electronic invoice.

#### 5.4. Cancellation and modification of Purchase Order

##### 5.4.1. By you:

5.4.1.1. A Purchase Order which has been submitted to us and which we have not confirmed yet cannot be modified but can be cancelled (i) in whole only, and (ii) by contacting either our Customer Service or the AIGLE store selected for collection.

5.4.1.2. A Purchase Order which has been submitted to us and which we have confirmed:

- cannot be modified;

- can be cancelled only (i) in whole, (ii) within fourteen (14) days from the date of the Order Confirmation Email, provided that the products have not been collected in-store (and therefore provided that the related Collection Receipt has not been signed off in-store), and (iii) by contacting either our Customer Service or the AIGLE store selected for collection; in such case of cancellation, refund process will be arranged for (no refund being possible without cancellation);

- cannot be cancelled after the expiry of the aforementioned fourteen (14) day period and/or after collection of the products in-store and signature of the Collection Receipt.

For more details and information about the cancellation and refund process and applicable conditions, please refer to the dedicated page by clicking [here](#). You can also contact our Customer Service.

##### 5.4.2. By us:

We expressly reserve the rights in our own discretion to decline or cancel any Purchase Order submitted to us through the P&C Service before such Purchase Order is confirmed by us, without incurring any liability of any kind. You will be informed by email of the refusal or cancellation of a Purchase Order.

#### 5.5. Exchange

5.5.1. Purchased products can be exchanged within fourteen (14) days from the date of the Order Confirmation Email, subject to conditions, including without limitation the presentation of the original sales memo provided at the time of collection of the products in-store (the "**Sales Memo**").

5.5.2. For more details and information about the exchange process and applicable conditions, please refer to the Sales Memo. You can also refer to the dedicated page by clicking [here](#).

5.6. For more details and information about the P&C Service, please refer to the dedicated page by clicking [here](#).

If you have any questions regarding a Purchase Order or the P&C Service, you can also contact our Customer Service or the AIGLE store selected for collection.

## 6. PRODUCTS

6.1. Products presented on the Website are subject to availability.

6.2. We cannot guarantee that the products are exactly the same as their representation on the Website. There may be differences between the images and photographs of the products on the Website and the actual products due, for instance, to the resolution and/or the definition of the colours on your screen.

## 7. LIABILITY

7.1. The Website, its content, materials, functionalities, features and services are provided on an “as is” and “as available” basis and without any representations or warranties of any kind from us, whether express or implied, including without limitation representations or warranties of quality, title, non-infringement, merchantability, fitness for a specific purpose, availability, freedom from errors, from omissions, from virus or from other harmful components.

However we will use reasonable endeavors to correct any errors or omissions forthwith after we have been aware of the same.

7.2. Access to and/or use of the Website, its content, functionalities, features and services are at your own risk and under your sole responsibility.

We shall not be liable for any losses or damages of any kind which you may incur as a result of or in connection with such access and/or use, whether direct, indirect, incidental, special, punitive, and consequential losses or damages and including without limitation loss of data, damage to your computer, tablet, smartphone or other electronic device.

We specifically remind you that it is your responsibility, among other things, to protect your computer, tablet, smartphone or other electronic device against risks connected to your access to and/or use of the Website, its content, functionalities, features and services, and more generally to your use of the internet. You shall also take all required precautions to safeguard your email account and prevent unauthorized access or dissemination of your emails.

7.3. We are not responsible for any delay or failure to comply with our obligations under these Terms if such delay or failure arises out of any event which is attributable to you or which is beyond our reasonable control, including without limitation technical failure or problem of infrastructure, of servers or of systems, government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks or industrial action affecting us or our suppliers, technical providers or contractors, acts or omissions of our suppliers, technical providers, contractors or other third parties.

7.4. The exclusions and limitations of our liability set out in this Article 7 apply only to the fullest extent permitted under applicable law. Nothing in these Terms shall exclude or limit our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or any other liability which we cannot limit or exclude under applicable law.

## 8. LINKED WEBSITES

8.1. The Website may include links to other websites or resources ("**Linked Websites**").

8.2. We are not responsible for the set-up of or for the content available on any Linked Websites. Access to or use of the Linked Websites is at your own risk and responsibility and subject to any terms and conditions applicable to such Linked Websites.

8.3. By providing hyperlinks to Linked Websites, we shall not be deemed to (i) endorse, recommend, approve, guarantee or introduce any third parties or the services/products that such third parties provide on their own website,

(ii) have any form of cooperation with such third parties and Linked Websites, or (iii) be a party to any contractual arrangements entered into between you and the Linked Websites unless otherwise expressly specified or agreed to by us.

## 9. FEEDBACK AND COMPLAINTS

9.1. We welcome any comments about the Website, its functionalities, features and services in order to continuously improve them. Besides our aim is to deal with any problems quickly and fairly.

9.2. If you wish to provide us with comments or if have any complaint, please contact our Customer Service.

In case of a complaint, please state clearly the reason of your complaint and we will do our best to respond to you within seven (7) working days.

## 10. CUSTOMER SERVICE

You can contact our Customer Service:

- via email to [service.hk@aigle.com](mailto:service.hk@aigle.com);

- via the "[Contact Us](#)" section on the Website; or

- via phone at +852-24256226, from Monday to Friday (excluding public holidays in Hong Kong), between 10 am and 5 pm.

## 11. ALTERATION AND AMENDMENTS

11.1. We reserve the right to make changes at any time and without notice to the Website, its content, materials, functionalities, features and services, to our policies and/or to these Terms.

11.2. Your access to and/or use of the Website and its functionalities, features and services is subject to the policies and Terms in force and as published on the Website at the time of access and/or use, unless otherwise required by law or any authority.

## 12. MISCELLANEOUS

12.1. These Terms are governed by the laws of the Hong Kong Special Administration Region and you, and we, hereby submit to the exclusive jurisdiction of the Hong Kong courts in relation thereof.

12.2. If any of the provisions of these Terms is held to be illegal, invalid or unenforceable for any reason, that provision will be deemed severable and will not affect the legality, validity and enforceability of the remaining provisions.

12.3. We reserve the right to transfer, assign, novate or sub-contract all or any of our rights and obligations under these Terms provided that your rights under these Terms are not affected. You may not assign, sub-contract or otherwise transfer any of your rights or obligations under these Terms without our prior written consent.

12.4. These Terms are established in English. In the event these Terms are also published in another language and there is any inconsistency or discrepancy, the English version shall prevail.