

General Terms and Conditions of Use

"G.T.C.U"

PREAMBLE

Before using our platform (website and mobile applications), please read these General Terms and Conditions of Use (GTCU) carefully.

These General Terms and Conditions of Use (GTCU) govern the use of our website, <https://retrochic.ma/>, and our Retrochic mobile application. They are systematically made available to users at the time of any order and can be consulted at the following address <https://retrochic.ma> or at any time on the Retrochic application.

Consequently, by accessing or using our platform, you declare that you have read, understood and accepted without reservation the entirety of these GTCU, thus cancelling any other conditions of sale appearing in the advertisements or catalogues of the seller. You therefore undertake to comply with these GTCU, as well as with any other applicable law.

We make every effort to ensure that the information provided on our platform is correct and up to date. However, we reserve the right to correct the content of this site at any time and without notice, with such corrections taking effect as soon as they are published on the platform. Your continued use of the platform constitutes your acceptance of the revised GTCU.

These GTCU apply to the entire platform, however, if circumstances arise which are not provided for herein, they will be governed by Moroccan legislation on distance selling.

If any provision of these GTCU is held to be invalid or unenforceable in whole or in part, such invalidity shall attach only to that provision or part of that provision. As a result, all other provisions hereof shall remain valid.

LEGAL NOTICE :

This platform is owned and managed by : SARL, Société RC Technology with a capital of 10.000 DHS, located at : 265 Boulevard Zerktouni 9th floor N 92 Casablanca

This platform is edited by : RC Technology

This platform is hosted by : OVH Cloud and Amazon Web Services

Customer service: contact@retrochic.ma

Last update date: 11.02.2024

DEFINITIONS

"Buyer": refers to any Consumer, who is an individual of legal age and responsibility, entering into a Transaction with the Seller on the Platform.

"Customer": refers to any natural person who guarantees that they are a consumer as defined by law and who accesses the Platform, either as a buyer placing an Order for Products with a Seller, or as a Seller offering Products for sale.

"Order": refers to the purchase of one or more Products from one or more Sellers by a Customer on the Platform.

"General Terms and Conditions of Use" or "GTCU": refers to these general terms and conditions made available on the Platform's homepage to govern the use of the Platform by all Users.

"Consumer": refers to any natural person acting for purposes other than their commercial, industrial, craft or liberal profession activity.

"Content": refers to all information, text, logos, trademarks, animations, drawings and models, photographs, data, hypertext links and, in general, all elements and content of the Seller published on the Platform.

"User Content": refers to the data transmitted by the User on the Site.

"Dereferencing": refers to the temporary or permanent suspension or deletion of offers placed online by Sellers on the Platform, or of the seller's account on the Platform.

"Customer Area": refers to the interface hosted on the Site, bringing together all the data provided by the User, whether acting as a Buyer or Seller. This space enables the User to manage their orders, product offers and all their activity on the Platform. Access to the Customer Area is via User IDs.

"Product Sheet": means the sheet that the Seller must complete and submit to the Platform, containing all the information required to present the Product or service offered for sale in a transparent and exhaustive manner (cf. model sheet to be drawn up).

"RC TECHNOLOGY" : means the company RC TECHNOLOGY: a limited liability company, with a share capital of 10 000 DH registered in the Casablanca Trade Register under number 607027, having its registered office at 265 Boulevard Zerktouni 9th floor N 92 Casablanca, Morocco.

"Dereferencing": refers to the temporary or permanent suspension or deletion of offers placed online by Sellers on the Platform, or of the seller's account on the Platform.

"Customer Area": refers to the interface hosted on the Site, bringing together all the data provided by the User, whether acting as a Buyer or Seller. This space enables the User to manage their orders, product offers and all their activity on the Platform. Access to the Customer Area is via User IDs.

"Product Sheet": means the sheet that the Seller must complete and submit to the Platform, containing all the information required to present the Product or service offered for sale in a transparent and exhaustive manner (cf. model sheet to be drawn up).

"RC TECHNOLOGY" : means the company RC TECHNOLOGY: a limited liability company, with a share capital of 10 000 DH registered in the Casablanca Trade Register under number 607027, having its registered office at 265 Boulevard Zerkouni 9th floor N 92 Casablanca, Morocco.

"Identifiers": means (i) for the Customer, the Customer's e-mail address and the password defined by the Customer, required to access the Customer Area on the Platform and (ii) for the Seller, the login and password defined when the Seller Area was created, enabling the Seller to access the Seller Area.

"Administration Interface": refers to the area accessible to the Seller after the latter has identified himself and enabling him to access the Services.

"Marketplace": means the technical platform created by RC TECHNOLOGY, enabling the connection between the Seller and the Buyer for the online purchase/sale of Products.

"Product Offer" or "Offer": means the offer of a Product or service proposed for sale by the Seller on the Platform and which is made up of the following elements: a price, a promotional price if applicable, a Product sheet, a size, a condition, a description.

"Parties" means RC TECHNOLOGY, the Buyer and the Seller.

"Payment Provider": shall mean any RC TECHNOLOGY service provider (CMI or others) providing a secure online payment system for payments for Transactions carried out on the Platform.

"Products": shall mean any new, reconditioned as new or used products offered for sale by the Seller on the Platform.

"Platform": means both the "Retrochic" mobile application offering services for buying and selling Products online, and therefore the Marketplace, as well as the RC TECHNOLOGY website.

"Services": means all the services offered by RC TECHNOLOGY to the Users through the Platform, and in particular the connection between the Customers and the Sellers.

"Website" : shall mean RC TECHNOLOGY's website referenced at <https://retrochic.ma>

"Transaction": shall mean any order for Products placed between the Buyer and the Seller via the Platform.

"User": means any person who accesses and uses the Site, whether acting as a Buyer, Seller, or simply as a visitor exploring the Platform.

"Seller": means any seller who has subscribed to the Services offered by RC TECHNOLOGY and whose Products are sold to Buyers on the Platform.

"Retrochic" or "RetroChic": refers to the mobile application called RetroChic (or equivalently Retrochic).

PRESENTATION OF THE PLATFORM:

RC TECHNOLOGY offers on its Platform a Website and a Marketplace for the purpose of :

- Bringing together sellers and buyers of fashion and luxury goods.

- The sale of new, reconditioned, or second-hand fashion and luxury items.

1- Purpose:

The purpose of these "General Terms and Conditions of Use" is to set out the rules to be observed by Users, whether Internet users, Customers or Sellers, when using the Platform and all the Services offered on it.

These conditions constitute the Contract between the site and any User, and any connection to the site is therefore subject to compliance with these conditions.

The Platform offers a service whereby Customers are put in contact with Sellers to purchase Products.

In this context, it is reminded that **RC TECHNOLOGY** acts as an online platform operator, as a mere technical intermediary. Its role is limited to hosting the Sellers' Product Offers on the Platform and putting them in contact with Customers.

All Users are informed of the fact that **RC TECHNOLOGY** acts solely as an intermediary in a Product sale when the Product sheet indicates that the Product is sold by a third-party Seller.

The sale of Products to Customers by Vendors is governed by the Vendors' General Terms and Conditions of Sale, which are separate from these GTCU.

The relationship between **RC TECHNOLOGY** and the Sellers is governed by these GTCU and the Sellers GTCU. For details of the Services offered to Sellers and the corresponding financial terms and conditions, the potential Seller is invited to make a request by sending an e-mail to the following address: contact@retrochic.ma.

Finally, for any User, simply accessing the **RC TECHNOLOGY** website at the following URL address: <https://retrochic.ma/> or the Retrochic mobile application implies acceptance of all the conditions described below.

In the event of non-acceptance of these GTCU, the User must renounce access to the services offered by the Platform.

2- Use of the Platform:

Access to all necessary information is available on the **RC TECHNOLOGY** website, however, actual use is made only through the "Retrochic" application associated with the Platform.

2.1- Technical specifications

By using the Platform, the User acknowledges that he/she has the necessary means and skills to use the functionalities offered on the Platform.

The equipment required to access and use the Platform is at the User's expense, as are any telecommunications costs incurred by its use.

2.2- Access to the Platform

RC TECHNOLOGY does not guarantee that the Platform or its content will always be available or uninterrupted.

Access to the Platform is therefore allowed on a temporary basis, and RC TECHNOLOGY reserves the right to withdraw, interrupt or modify all or part of the Website without notice. RC TECHNOLOGY shall not be liable to any User if, for any reason whatsoever, the Platform is unavailable at any time or for any period whatsoever.

When using this Platform, the User is responsible for taking all necessary steps to access this site. The User is also responsible for ensuring that all persons accessing this site via their Internet connection are aware of these GTCU and that they comply with them.

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

- Be legally capable of entering into a contract.
- Be at least 18 years old, or be an emancipated minor, or access the Platform under parental or legal guardian supervision.
- Fill in the fields on the registration form.
- Adhere to the conditions of use of the Platform defined by RC TECHNOLOGY.
- Accept these General Terms and Conditions of Use.
- Accept the Confidentiality and Data Protection Policy.
- Accept the Cookie Policy.
- Have a valid e-mail address, physical address, and telephone number.

2.3- User registration :

Access to services

The service offered by the "<https://retrochic.ma>" website is accessible free of charge to anyone with Internet access. The costs associated with access to the service, including the costs of equipment, software, or Internet connection, are borne exclusively by the user. The user is solely responsible for the proper operation and security of his/her computer equipment and Internet connection.

Certain sections of the site are reserved exclusively for members who have registered on Retrochic and who have identified themselves using their login and password. RC TECHNOLOGY reserves the right to refuse access to the services offered on the site, unilaterally and without prior notice, to any user who does not comply with these Terms of Use.

RC TECHNOLOGY undertakes to use all reasonable means at its disposal to ensure quality access to the services, without however being bound by any obligation of result. RC TECHNOLOGY cannot be held responsible for network or server malfunctions, or for any other event beyond its reasonable control, which could prevent or degrade access to the services.

RC TECHNOLOGY also reserves the right to interrupt, temporarily suspend or modify without notice access to all or part of the services, for maintenance or any other reason, without this giving rise to any right to compensation.

During initial use of the Platform or at the time of the first transaction, Users may be asked to complete or confirm certain personal information which is essential for the personalisation and security of their experience. This information includes, but is not limited to:

- Full name
- postal address
- Telephone number
- e-mail address
- Date of birth

Login details: Access to certain sections of the Retrochic application, such as the "Login" service, requires the use of a username and password. The password, chosen by the user, is personal and confidential. The user agrees not to divulge his password in any form whatsoever and to take all necessary precautions to protect his personal data.

RC TECHNOLOGY undertakes to use all necessary means to guarantee the security and confidentiality of data transmitted on the site. However, given the limitations and constraints of the Internet network, total security of data exchanges cannot be guaranteed. RC TECHNOLOGY cannot be held responsible for any prejudice that may result from the transmission of any information via the site, including the username and/or password.

The user is informed that cookies, which do not contain any personal information, may be placed on his hard disk to facilitate his identification.

The user undertakes to comply with all laws and regulations in force in Morocco.

Cancellation by the customer: Customers may close their Customer Space at any time by sending an e-mail to the following address: contact@retrochic.ma

Within 7 days, the Site will deactivate the Customer Space and send the Customer an e-mail confirming the closure of their Account and the definitive deletion of all their elements on the Platform, with the exception of elements whose retention is required by law or for the smooth running of the Platform's activities.

3. Obligations of Users, RC TECHNOLOGY and Sellers

3.1 Obligations of Users

When using the Marketplace, each User undertakes not to undermine public order and to comply with the laws and regulations in force, to respect the rights of third parties and the provisions of these General Terms of Use.

Each User has the obligation to:

- Inform RC TECHNOLOGY of any breach of security or fraudulent use of his account.
- Behave fairly and lawfully towards RC TECHNOLOGY and third parties.
- Not divert the purpose of the Platform to commit crimes, offences or contraventions punishable by the Penal Code or any other law.
- Not to seek to undermine the automated data processing systems implemented on the Marketplace, through practices such as scrapping.
- Ensure that they have left their account at the end of each session.

- Not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or software obtained from the site. Reproduction, copying of content for commercial or non-commercial purposes, or unwarranted modification of data and information contained on the Platform is not permitted.
- To inform RC TECHNOLOGY of any posting of articles or any transactions that are in breach of these General Terms and Conditions of Use (GTCU);
- Comply with domestic and international laws and regulations relating to its use of the Website.
- Not to disclose your contact details during the purchase or item listing process, or at any other point on the Platform with a view to circumventing the use of the Platform.
- Not to use the contact information provided to you as part of a transaction on the site to solicit sales outside the site or via another site.
- Not to divulge or make public personal data concerning users, not to access or use information concerning other users, which could constitute an infringement of privacy and the laws that protect it.
- Not to use this Platform in a way that causes, or may cause, damage to the site or impairment of the availability or accessibility of the site; or in a way that is illegal, fraudulent, or harmful, or in connection with any illegal, fraudulent, or harmful purpose or activity.
- Not to modify the information put online by RC TECHNOLOGY or by another User.
- Not to use the Platform to send unsolicited bulk messages (advertising or otherwise).
- Not to disseminate data that has the effect of reducing, disorganising, slowing down or interrupting the normal operation of the Platform.
- Not to disseminate any message or information:
 - Constitute wrongful denigration of RC TECHNOLOGY or the Marketplace Users.
 - Contrary to public order and morality.
 - Of an abusive, defamatory, racist, xenophobic or revisionist nature, or damaging to the honour or reputation of others.
 - Inciting discrimination or hatred of a person or group of persons on the grounds of their origin or their membership or non-membership of a particular ethnic group, nation, race or religion.
 - Threatening a person or a group of persons.
 - Of a paedophile nature
 - Inciting the commission of an offence, a crime or an act of terrorism or glorifying war crimes or crimes against humanity.
 - Inciting suicide.
 - Directly or indirectly enabling third parties to obtain pirated software, software serial numbers, software enabling acts of piracy and intrusion into computer and telecommunications systems, viruses, and other logic bombs and, in general, any software or other tool enabling the rights of others and the security of persons and property to be infringed.
 - Of a commercial nature (canvassing, soliciting, prostitution, etc.).

3.2 RC TECHNOLOGY's obligations :

RC TECHNOLOGY's general obligation is an obligation of means. RC TECHNOLOGY has no obligation of result or reinforced means of any kind.

RC TECHNOLOGY undertakes to do its utmost to ensure continuity of access and use of the Marketplace 7 days a week and 24 hours a day.

However, RC TECHNOLOGY draws the Users' attention to the fact that current Internet communication protocols do not allow for the transmission of electronic exchanges (messages, documents, identity of the sender or recipient) to be guaranteed in a certain and continuous manner.

Furthermore, in accordance with the provisions of Dahir No. 1-11-03 of 14 Rabii I 1432 (18 February 2011) promulgating Law No. 31-08 enacting consumer protection measures, as an online platform operator, RC TECHNOLOGY undertakes to provide clear, transparent and fair information on the terms and conditions of its intervention.

4. Liability

4.1 General principles:

RC TECHNOLOGY declines all responsibility in particular:

- In the event of temporary inability to access the Platform for technical maintenance or updating of published information.
- In the event of viral attacks, unlawful intrusion into an automated data processing system.
- In the event of abnormal use or illicit exploitation of the Marketplace by a User or a third party.
- In relation to the content of third-party websites to which hypertext links on the Platform refer.
- In the event of non-compliance with these GTCU attributable to Users.
- In the event of delay or non-performance of its obligations, where the cause of the delay or non-performance is linked to a case of force majeure.
- In the event of an external cause not attributable to RC TECHNOLOGY.
- In the event of unlawful conduct by a Seller, or in the event of breach of contract by a Seller in connection with the sale of a Product.
- Any problem encountered during the execution of the Order by the Seller.
- In the event of abnormal use or unlawful exploitation of the Platform, the User shall be solely liable for any damage caused to third parties and for the consequences of any claims or actions that may arise therefrom.

4.2 RC TECHNOLOGY's hosting status:

Users acknowledge that RC TECHNOLOGY is not a hosting company and uses external service providers such as OVH Cloud and Amazon Web Services.

However, RC TECHNOLOGY, having access to the data, reserves the right to remove any content that has been brought to its attention and that it considers to be manifestly illegal.

Notification of manifestly illegal content by a User or any other third party must be made by e-mail to the address: contact@retrochic.ma or by registered post with acknowledgement of receipt to : 265 Boulevard Zerktouni 9th floor No92 Casablanca, Morocco.

To be valid, the notification must include the following information:

- The date of notification.
- If the notifying party is a natural person: his surname, first names, profession, domicile, nationality, date and place of birth; if the notifying party is a legal entity: its form, name, registered office and the body that legally represents it.
- The name and address of the addressee or, in the case of a legal entity, its name and registered office.
- A description of the facts in dispute and their precise location.

- The reasons why the content must be withdrawn, including a reference to the legal provisions and the reasons for the withdrawal.
- A copy of any correspondence sent to the author or publisher of the disputed information or activities requesting that they be discontinued, withdrawn, or modified, or an explanation as to why the author or publisher could not be contacted.

4.3 Disputes between Customers and Vendors:

Any dispute arising between a Customer and a Seller shall be dealt with as a matter of priority between them, the Seller remaining solely responsible for the execution of the Product Order placed via the Marketplace.

The Customer may contact Customer Services at the following e-mail address: contact@retrochic.ma.

The Customer Service Department will respond as quickly as possible, depending on the nature of the complaint, and within a maximum of 48 working hours.

4.4 Force majeure

The User or RC TECHNOLOGY may not be held liable if the non-execution or delay in the execution of one of their obligations described in these GTCU results from a case of force majeure.

Force majeure in contractual matters occurs when an event beyond the debtor's control, which could not reasonably have been foreseen when the contract was concluded and the effects of which cannot be avoided by appropriate measures, prevents the debtor from performing its obligation.

If the impediment is temporary, performance of the obligation is suspended unless the resulting delay justifies termination of the contract. If the impediment is definitive, the contract shall be terminated by operation of law and RC TECHNOLOGY or the User shall be released from its obligations under the conditions provided for in Articles 268 et seq. of the Dahir forming the Code of Obligations and Contracts. In the event of one of the aforementioned events, RC TECHNOLOGY will endeavor to inform the User as soon as possible.

5. Intellectual Property Rights

5.1 Ownership of Sellers' intellectual property rights

As part of the sale of Products via the Platform, Sellers are likely to present within their Offers photographs, brands, logos, drawings, and other models (Content) belonging to them or to third parties.

Any Seller offering Products for sale through the Marketplace guarantees that it has the right to publish and represent all Content, related to its Offers.

In any event, RC TECHNOLOGY shall in no way be held liable for any act of infringement or unfair competition, given its simple capacity as host of the Content published by the Sellers.

5.2 Ownership of RC TECHNOLOGY's intellectual property rights

The User acknowledges RC TECHNOLOGY's intellectual property rights on the Marketplace, its components and related content and waives the right to contest these rights in any form whatsoever.

Trademarks, logos, slogans, graphics, photographs, animations, videos, software solutions and texts and any other content on the Marketplace, with the exception of Content published by Sellers, are the exclusive intellectual property of RC TECHNOLOGY and may not be reproduced, used or represented without express authorization under penalty of legal proceedings.

Any representation or reproduction, in whole or in part, of the Marketplace and its Content, by any means whatsoever, without the prior express authorisation of RC TECHNOLOGY, is prohibited and shall constitute an infringement punishable by the provisions of the Intellectual Property Code.

RC TECHNOLOGY expressly prohibits:

- Extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of its database to another medium, by any means and in any form whatsoever.
- Re-use, by making available to the public all or a qualitatively or quantitatively substantial part of the contents of the database, in any form whatsoever.
- Reproduction, extraction, or re-use, by any means, including methods similar to scrapping of content (photographs, description etc...) published by RC TECHNOLOGY or by a Seller.

Users acknowledge RC TECHNOLOGY's intellectual property rights and agree to respect them.

RC TECHNOLOGY grants a personal, non-exclusive and non-transferable license to the Users authorizing them to use the Marketplace as a User, under normal conditions of use and in accordance with these Terms and Conditions.

Any other use of the Marketplace and its content is excluded from the scope of this license and may not be made without the prior express authorization of RC TECHNOLOGY.

6. Protection of Personal Data

6.1 Concerning the processing carried out by RC TECHNOLOGY

In accordance with the regulations on the protection of personal data, the Customer is hereby informed that RC TECHNOLOGY, as the data controller, processes personal data.

The information requested when registering on the site is necessary and mandatory for the creation of the User's account. In particular, the electronic address may be used by the site for the administration, management and animation of the service.

The site ensures that the User's personal information is collected and processed with due respect for privacy in accordance with Act No. 09-08 on the protection of individuals with regard to the processing of personal data, promulgated by Dahir No. 1-09-15 of 22 Safar 1430 (18 February 2009).

The site has been registered with the Commission nationale de contrôle de la protection des données à caractère personnel (the "CNDP") under number [numéro].

By virtue of articles 5, 7, 8 and law no. 09-08, the User has the right to information, access, rectification, and opposition regarding his/her personal data. Users may exercise this right.

These rights may be exercised directly with RC TECHNOLOGY by e-mail at contact@retrochic.ma - Address : 265 Boulevard Zerkouni 9e étage No92 Casablanca, Maroc.

6.2 Concerning processing carried out by Sellers:

The Seller guarantees that it processes such data in compliance with the rights and obligations arising from law no. 09-08 on the protection of individuals with regard to the processing of personal data.

The Vendor may collect and process the personal data of Customers who have placed an order with him via the Marketplace for the sole purpose of fulfilling the Order concerned, or for after-sales service.

It may also retain Customer data in order to meet its legal obligations, in particular tax and accounting obligations, or to manage any disputes with Customers. In accordance with regulations, the Vendor will delete customers' personal data after the required period.

The Seller expressly refrains from using the data of Marketplace Customers for commercial solicitation purposes without the prior and express agreement of RC TECHNOLOGY and the Customer, unless it has collected data relating to a Marketplace Customer by a means other than the Marketplace.

In this context, the Seller assumes the role of data controller within the meaning of the regulations on personal data for the processing it carries out on its own behalf using the personal data of which it is the recipient. It is therefore solely responsible for compliance with the regulations on personal data.

6.3 Each of the Parties undertakes:

- To take all necessary precautions to preserve the security, integrity and confidentiality of all the Buyer's personal data.
- To use such data solely for the performance of its obligations hereunder.
- Not to retain such data beyond the period necessary for the performance of its services.

7. Hypertext links

Numerous outgoing hypertext links are present on the site, however the web pages to which these links lead in no way engage the responsibility of RC Technology, which has no control over these links.

The User therefore refrains from holding the site liable for the content and resources of these outgoing hypertext links.

8. User Service

Any questions or complaints concerning the use or operation of the Marketplace may be made as follows:

- For Sellers:

By e-mail to the following address: contact@retrochic.ma

By post to 265 Boulevard Zerktouni 9th floor No92 Casablanca, Morocco.

- For Customers:

By e-mail to the following address: contact@retrochic.ma

By post to 265 Boulevard Zerktouni 9th floor No92 Casablanca, Morocco.

By telephone (toll-free number) from Monday to Friday, 9:00 am to 12:00 pm and 2:00 pm to 6:00 pm at 0614886809.

9. Validity of the GTCU

If any provision of these GTCU is declared null and void by any applicable law or regulation and/or by any court decision having the force of res judicata, such provision shall be deemed unwritten, but shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Any such modification or ruling shall in no way authorize Users to disregard these General Terms of Use.

10. Modification of the GTCU

These GTCU apply to all Users browsing the Marketplace.

The GTCU applicable are those in force on the day the order is placed by the Buyer. RC TECHNOLOGY reserves the right to modify the present General Terms and Conditions of Use according to the evolution of its offer and the market and applicable regulations.

In this case, all Users must read and accept the modified version of the GTCU before making a new purchase on the Marketplace.

The applicable GTCU are those in force at the time of browsing the Marketplace.

11. Complaints

The Buyer may send a complaint concerning the Products to the Vendor at the e-mail address contact@retrochic.ma, in particular in the event of faulty shipment, late delivery, non-delivery, partial delivery or incorrect delivery, etc. The Vendor shall be solely responsible for resolving the complaint.

The Vendor shall be personally responsible for resolving the complaint.

12. Jurisdiction and Applicable Law

- Applicable law: These GTCU and the relationship between the User and RC TECHNOLOGY are governed by Moroccan law.

- In the event of a dispute arising between RC TECHNOLOGY and a User, whether an Internet user (consumer) or Customer, concerning the interpretation, performance or termination of these Terms and Conditions, the User is first invited to contact RC TECHNOLOGY's customer service department.

If no agreement is reached, the dispute will be submitted to the competent Moroccan court.

- In the event of a dispute arising between RC TECHNOLOGY and a Seller concerning the interpretation, performance or termination of these Terms and Conditions, the Seller is hereby informed that it may use the internal complaint handling system set up by RC TECHNOLOGY.

To benefit from this system, the Seller may contact RC TECHNOLOGY at the addresses indicated above. This system is easily accessible and free of charge and guarantees processing within a reasonable time. RC TECHNOLOGY will take complaints into consideration and provide any necessary follow-up to resolve the problem raised in an appropriate manner. Complaints will be dealt with quickly and efficiently, considering the importance and complexity of the problem raised. RC TECHNOLOGY will inform the Seller of the outcome of the internal complaint handling process.

RC TECHNOLOGY and the Seller will endeavor to reach an amicable agreement within a reasonable period (which may not exceed 30 days) from the notification of a complaint, whether formulated by the Seller under the internal complaints system described above or by RC TECHNOLOGY by means of an e-mail.

Failing amicable agreement, RC TECHNOLOGY and the Seller agree to submit their dispute to the competent Court.

13. Partial nullity

If one or more of the stipulations herein are held to be invalid or declared as such in application of a law, regulation or final decision of a competent court, the other stipulations shall retain all their force and scope.

14. Applicable law and competent court

These general terms and conditions of use are governed by Moroccan law. Any dispute between the Marketplace and Sellers on the one hand, and between sellers and buyers on the other hand, shall be submitted to the Commercial Court of Casablanca.