

CONDITIONS OF SALE

Date modified: 19/09/2018

Applicability

By purchasing a product ("Product") offered by Diskova, its subsidiaries and affiliates (collectively, the "Company", "us" or "our") via our websites or online applications running on smartphones, tablets and other devices that provide non-browser-based interaction between you and our websites (all collectively referred to as our "Website"), you agree to these terms and conditions of sale (these "Terms of Sale").

We may, in our sole discretion, verify your identity before processing a purchase. We may also refuse to process or cancel a purchase, as deemed necessary, to comply with applicable law or to respond to a case of misrepresentation, fraud or known or potential violations of law or present conditions of sale. Refunds for canceled orders may be issued, where applicable, in accordance with these general conditions of sale.

Orders

When you try to buy a product on our application by clicking on the option "activate" or an equivalent option, this constitutes an offer to purchase the product. Our purchase is not complete until we have sent you an email to confirm the transaction. We reserve the right to reject your offer and not close a sale with you.

Pricing

- The products sold by the Company are including the applicable tax rate.
- We reserve the right to modify, replace, suspend or delete without notice any information relating to the items for sale. If we made an error or omission and you have already purchased a product: (i) if the actual price of the product is lower than the price indicated at the time of purchase, we will charge you the lowest price; or (ii) if the actual price of the Product is higher than the price quoted, we will contact you and allow you to pay the correct (higher) price or cancel your order and receive a refund.

Payment

You can only pay for products purchased on the Diskova mobile application using a valid credit or debit card, services offered by CINETpay through Orange, Moov and MTN Money, official Diskova booths or FNAC shops.

Warranties and Other Information

Unless otherwise stated in the terms of the offer, all products are sold "as is". Although we work to ensure that the product information on the website is correct, we cannot guarantee that the product descriptions are accurate or complete. All information is provided for informational purposes only and we encourage you to read all the information that comes with the products before use.

Returns and refunds

Any products (Activation Code or subscription) purchase are not returnable or refundable.

Limitation of Liability

IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES OR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, WHETHER OR NOT YOUR PURCHASE OR YOUR USE OR YOUR IMPOSSIBILITY TO USE ANY PRODUCTS, INCLUDING DIRECTLY, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF INCOME, LOSS OF PROFITS, LOSS OF EXPECTED ACTIVITIES OR SAVINGS, LOSS OF USE, LOSS OF ACQUISITION DAMAGE, LOSS OF DATA, AND EVEN CAUSE BY DIVERSION (INCLUDING NEGLIGENCE), VIOLATION OF CONTRACT OR OTHERWISE, EVEN IF IT IS FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY RESPONSIBILITY WHICH CAN NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Applicable Law and Jurisdiction

These Conditions of Sale and any dispute or claim arising out of or in connection with them (in all cases, including disputes or non-contractual claims) shall be governed by and construed in accordance with the laws of the Ivory Coast.

Any legal action, action or proceeding arising out of or in connection with these terms of sale must be instituted exclusively in the Commercial Court, although we reserve the right to bring a suit, action or proceeding against you for breach of these Terms of Sale in your jurisdiction of residence or other competent jurisdiction. You waive all objections to the exercise of jurisdiction over you by these courts and instead of those courts.

Limitation to the Time to File Claims

THE CAUSE OF ACTION OR CLAIM THAT YOU HAVE ARISING FROM OR RELATING TO THESE TERMS OF SALE MUST BE STARTED ONE (1) MONTH AFTER THE CAUSE FOR ACTION IS ACQUIRED, OTHERWISE, THIS CAUSE OF ACTION OR OF CLAIM IS PERMANENTLY DETERMINED.

Condition and Severability

No waiver by the Company of any term or condition set forth in these Terms of Sale shall be deemed to be a continuing waiver of such term or condition or a waiver of any other term or condition, and any default by the Company to assert a right, or a provision under these Terms of Sale does not constitute a waiver of such right or provision.

If the court of competent jurisdiction is invalid, illegal or unenforceable for any reason whatsoever, this provision will be eliminated or limited to a minimum, so that the remaining provisions of the Terms of Sale will continue in full force and effect.

Agreement, Terms of Sale, our Terms of Use and our privacy policy constitute the exclusive agreement between you and Diskova with respect to your purchase of any product and supersede all prior, contemporaneous, written and oral agreements, representations, warranties, with respect to this purchase.