

# Terms & Conditions for L'Objé Online Gift Platform

By accessing and using this website ([www.lobje.mu](http://www.lobje.mu)), you agree to be bound by the following terms and conditions including all the policies mentioned hereunder (hereinafter referred to as the "Terms & Conditions"). In case you do not accept to be bound by these Terms & Conditions, you may not use L'Objé including any services provided hereunder.

## 1. The Website ([www.lobje.mu](http://www.lobje.mu))

- a. This Online Gift Platform is accessible at <https://www.lobje.mu> (hereinafter referred to as "L'Objé") is owned and operated by Sphere Media Technologies Co Ltd, a company having its principal place of business at Royal Road, Gentilly Moka, bearing Business Registration Number C12109966 (hereinafter referred to as "**Sphere Media**").
- b. You acknowledge and accept that these Terms & Conditions must be read as it includes the following sections which are applicable for L'Objé:
  - Registration Policy
  - Products & Services Policy
  - Delivery Policy
  - Security & Privacy Policy
  - Liability & Disclaimer Policy

The above policies shall collectively be referred to as the "Policies".

- c. These Terms & Conditions apply to persons purchasing Products or Services from L'Objé, as well as any persons visiting same.
- d. By browsing and/or registering on L'Objé, you are providing Sphere Media your consent for the processing of your personal information as defined in the **Security & Privacy Policy**.
- e. Sphere Media reserves its right to amend these Terms & Conditions at any time at its sole discretion. We recommend you to read and acknowledge these Terms & Conditions each time you access L'Objé.

## 2. Definitions and Interpretation

Unless otherwise specified or unless the context clearly indicates otherwise, the following terms shall have the following meanings ascribed to them:

- a. "Business Day" means any day of the week other than Saturday, Sunday or public holiday in the Republic of Mauritius;
- b. "Calendar Day" means any day of the week, including Saturday, Sunday or public holiday in the Republic of Mauritius;

- c. "Direct Marketing" means to approach a person, either in person or by mail or digital/electronic communication, for the direct or indirect purpose of promoting or offering to supply, in the ordinary course of business, any goods or services to the person;
- d. "Intellectual Property" means, collectively, the patents, copyrights (and moral rights), Trade Marks, designs, models, brands, names, trade names, graphics, icons, hyperlinks, Know-How, trade secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain or use same) which are owned by, licensed to, used and/or held (whether or not currently) by Sphere Media on or in connection with L'Objé;
- e. "Know-How" means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secret and other processes and methods used by Sphere Media in connection with L'Objé, as well as, all available information regarding marketing and promotion of the Products and Services described on L'Objé, as well as all and any modifications or improvements to any of them;
- f. "Sphere Media" will include the employees, officers, advisers, service providers, suppliers and content providers of Sphere Media;
- g. "Products & Services" products, devices, accessories, content, any other products or services which may be offered by Sphere Media on L'Objé;
- h. "Trade Marks" means those trademarks owned by companies within Sphere Media and any other trademarks, designs, logos, style names and slogans which Sphere Media either owns or has the right to use or any derivative service offerings of, and applications for, any of same;
- i. "Website Material" means the contents of L'Objé, including without limitation, all and any information, data, documents, Intellectual Property, material, products (including software) or services contained in, accessed through, or downloaded or obtained from L'Objé;
- j. Terms like "you", "your", "Customer" refers to any person accessing L'Objé and/or registering on L'Objé.

### 3. **Capacity to Contract**

You hereby warrant to Sphere Media that you have the required legal capacity to enter into and be bound by a contract to make any online purchase on L'Objé under the laws of Mauritius.

You warrant that you are 18 (eighteen) years or older.

### 4. **Modification of these Terms & Conditions**

- a. These Terms & Conditions shall commence from the date on which they are published on L'Objé and continue indefinitely. Sphere Media reserves the right, in its sole discretion, to amend, including without limitation, by the addition of new terms & conditions, at any time and from time to time and/or terminate

these Terms & Conditions in its entirety and/or cease the operation of L'Objé at any time, with no liability or recourse to you.

- b. Any such amendments shall come into effect immediately and automatically. It is your responsibility and you undertake to read these Terms & Conditions each time before using L'Objé for any such amendments.
- c. Sphere Media will notify you of amendments to these Terms & Conditions as and when they arise, by publishing a notice of such amendments on L'Objé, which you will be required to accept before using L'Objé.
- d. If you choose to visit L'Objé, your visit and any dispute over your privacy is subject to these Terms & Conditions, including limitations on damages, resolution of disputes, and application of the law of the Republic of Mauritius.

#### **5. Other Terms and Conditions**

Certain Products & Services offered on L'Objé may be subject to specific terms and conditions as indicated on that part of L'Objé (see **Product & Services Policy**) and your use of those Products & Services will also be subject to those specific terms and conditions governing those relevant Products & Services. To the extent that those specific terms and conditions conflict with these Terms & Conditions, then those specific terms and conditions shall take precedence.

#### **6. Login and Registration**

Prior to any online purchase, you have to register your details online in order to initiate any order whether prepaid or postpaid transaction. (Please refer to the **Registration Policy**)

#### **7. Website Material - Scope of Permitted Use**

- a. Subject to the provisions of these Terms & Conditions, you may only download, view and print the Website Material online restrictively for your own personal use and only for non-commercial purposes.
- b. You may not alter, modify, decompile, copy, reproduce, distribute, transfer, sell, transmit, display, broadcast, publish, exploit, license or create derivative works from L'Objé. You must get Sphere Media's prior written approval if you wish to copy, reproduce, distribute, transmit, display, broadcast or publish any of the Website Material, whether electronically or otherwise.
- c. You may not use L'Objé or its material for any illegal or unlawful purposes or as prohibited by these Terms & Conditions.
- d. You may not link to any page on L'Objé or frame same or any of the pages on L'Objé in any way whatsoever without the prior written permission of Sphere Media. Recognizing the global nature of the Internet, you agree to comply with all local laws, rules and regulations regarding online conduct.
- e. You may not transfer any rights or obligations in terms of these Terms & Conditions to any other person or entity.

- f. You are solely responsible for obtaining and maintaining all facilities, services, products and equipment which may be required by you for the exercise of your rights of permitted use of L'Objé.
8. **Your behavior when using L'Objé**
- a. You may not use L'Objé to obtain or distribute:
    - i. Material which is defamatory, unlawful or contains hate speech; or
    - ii. Bulk e-mail, whether solicited or unsolicited.
  - b. You must not interfere with or jeopardise the functionality or the operation of any part of L'Objé or attempt to interfere with or jeopardise, disrupt, disable, harm or otherwise impede in any manner the functionality or operation of any part of L'Objé or its material.
  - c. You are strictly prohibited from using L'Objé for spoofing, hacking, flaming, cracking, phishing or spamming; and/or any other malicious behaviour.
  - d. You may not intercept any information transmitted to or from Sphere Media or L'Objé which is not intended Sphere Media to be received by you.

9. **Disclaimer and Limitation of Liability on L'Objé**

The use of L'Objé and reliance on any Products & Services is subject to **the Liability & Disclaimer Policy**.

10. **Warranties and Indemnities**

You hereby indemnify Sphere Media and its officers, directors, employees, representatives or contractors or other persons for whom in law Sphere Media may be liable from any loss, damages, liability, claim or demand due to or arising out of your use of L'Objé or its material or your breach of these Terms & Conditions.

11. **Governing Law**

L'Objé is hosted, controlled and operated from the Republic of Mauritius. The parties agree that these Terms & Conditions shall be governed by and construed and interpreted in accordance with the laws of the Republic of Mauritius.

12. **Whole Agreement**

- a. These Terms & Conditions, together with the Policies, constitute the whole agreement between you and Sphere Media relating to your access to and use of L'Objé.
- b. No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these Terms & Conditions which Sphere Media may show, grant or allow you shall operate as an estoppel against any party in respect of its rights under these Terms & Conditions nor shall it constitute a waiver by Sphere Media of any of Sphere Media's rights and Sphere Media shall not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which might arise in the future.

13. **Personal Information Protection / Online Privacy Policy**

Please refer to the **Security & Privacy Policy** on the processing of personal information and personal information protection.

#### **14. Disputes**

- a. In the event that any claim, matter or dispute arises between you and Sphere Media arising out of or in connection with your use of L'Objé, same must be referred to the Customer Services Department by contacting our Customer support department on 433-8020 or by email on info@lobje.mu. Both parties shall first strive to amicably resolve all matter or disputes arising from the interpretation or performance of these Terms and Conditions, failure of which, the matter or dispute will be resolved in accordance with the Mauritian Code of Civil Procedure.
- b. Notwithstanding the clause 14 a., Sphere Media reserves the right to deal with any legal claims arising from the matter in a forum of its choice, which will include but will not be limited to, the courts of the Republic of Mauritius. This right will continue to apply after termination, cancellation or amendment of these Terms & Conditions. You agree that Sphere Media is entitled, but is not obliged, to institute any proceedings arising out of or in connection with these Terms & Conditions or your use of L'Objé or its material, in any court in the Republic of Mauritius having jurisdiction over you, even though the cause of action in question may exceed the jurisdiction of that court.
- c. Notwithstanding the above provisions, either party shall be entitled to institute action in any court of law of competent jurisdiction to obtain urgent interim relief or, in the case of Sphere Media, including but not limited to, for the collection of any outstanding debts due and payable by you to Sphere Media.

#### **15. Address for delivery of notices**

Sphere Media chooses the below postal address for the delivery of notices for all purposes under these Terms & Conditions, whether in respect of court process, notices or other documents or communications of whatsoever nature:

Sphere Media Technologies Co Ltd

Royal Road, Gentilly | Moka.

Attention: The General Manager.

#### **16. Removal of Access**

Sphere Media may, in its sole discretion, change, amend, suspend, withdraw or discontinue any aspect, feature, Products & Services or information contained on L'Objé at any time. Sphere Media may also impose limits on certain features and services or restrict your access to any or all of L'Objé or Website material without notice or liability.

#### **17. Intellectual Property Rights**

All the content, Trade Marks and data (including copyrighted content) on L'Objé, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or licensed to Sphere

Media and as such are protected from infringement by local and international legislation and treaties. Any and all copyright subsisting on L'Objé, including these Terms & Conditions, vested in Sphere Media and all rights not expressly granted are reserved. The re-publication or distribution of any content available on L'Objé including by framing or similar means is prohibited.

**18. Digital or Electronic Communication**

You consent to receive communications from Sphere Media electronically and agree that all such agreements, notices, disclosures and other communications are deemed to be duly sent by Sphere Media for the purposes of these Terms and Conditions.

**19. Marketing**

By registering & accepting these Terms & Conditions, you acknowledge and accept to receive promotional advertisement from Sphere Media from time to time.

# Registration Policy

1. This Registration Policy must be read together with the **Terms and Conditions** for Sphere Media's L'Objé and the Policies indicated therein.
2. Customers are free to browse L'Objé without registration, but registration is mandatory for the customer to be able to perform the following:
  - a. Make online Purchases
  - b. Receiving newsletters with exclusive online offers
  - c. Opening an online account
3. Customers will need to provide the following details to process their registration:
  - a. Name
  - b. Surname
  - c. Mobile Phone Number
  - d. A valid e-mail address. (This e-mail address will be used for identification purposes and for sending notifications and electronic receipts)
4. Online registration is free of charge for the Customer.
5. Sphere Media shall use all reasonable endeavours to protect the Customer's information submitted on L'Objé in line with the Data Protection Act.
6. This registration is subject to the **Security & Privacy Policy**.
7. Customers need to enter their email (e-mail address provided under Clause 3 above) and password (obtained upon registration) to log-in online.
8. Payment can be made using one of the following processes:
  - a. Internet Banking
  - b. Payment at the bank to the bank account of Sphere Media (details provided further below)
  - c. MCB Juice to the bank account of Sphere Media (details provided further below)
  - d. Sending a Purchase Order via email to [orders@lobje.mu](mailto:orders@lobje.mu) and mutually agreeing with Sphere Media on a payment method.

Any other bank charges related to the payment of Products and Services on L'Objé will be not be the responsibility of Sphere Media.

9. The Customer agrees that:
  - a. He will keep his username and password safe, and will not share them with anyone.
  - b. He will not surrender his account to someone else.

- c. He takes full responsibility in case he allows someone else to place an online order using his account credential.
  - d. He will not pass himself off as someone else or create multiple, false accounts.
  - e. He will not use the account for any unlawful purposes
10. The Customer acknowledges and accepts sole responsibility for the correctness and accuracy of all information provided during the registration process. The Customer shall keep Sphere Media harmless from any claims and/or losses arising from any incorrect information provided by the Customer during registration on L'Objé.
11. The Customer is responsible for keeping his registration information confidential and for any activity on his account, notwithstanding that it may have been used by any other person with or without his knowledge or authority. If he suspects any unauthorized use of his account, he must immediately inform Sphere Media on 433 8020 or via email on [info@lobje.mu](mailto:info@lobje.mu) without any delay. Upon receiving this notification, Sphere Media may reject any orders not yet executed and deactivate the Customer's password and account. Sphere Media will not in any case be held responsible for any losses suffered by the Customer due to the unauthorized use of his account. The Customer further agrees to hold Sphere Media harmless from any losses resulting from his non-compliance to the clause 9.
12. To deregister from L'Objé account, the Customer must send an email to [info@lobje.mu](mailto:info@lobje.mu). The process will be undertaken by latest the next **business** day and a confirmation email will then be sent to the Customer.

# Product & Services Policy

## 1. Online purchase (for purchase products)

- a. The Customer must be a registered Customer (kindly refer to the Registration Policy) to be able to make online purchases and payments.
- b. Payment for Products & Services shall be made in local currency (Mauritian Rupee).
- c. The Customer can choose from the following payment methods at the moment of placing an online order:
  - i. Internet Banking (inform [orders@lobje.mu](mailto:orders@lobje.mu) once full payment is done)
  - ii. Payment at the bank to the bank account of Sphere Media (inform [orders@lobje.mu](mailto:orders@lobje.mu) once full payment is done)
  - iii. MCB Juice Transfer to the bank account of Sphere Media (inform [orders@lobje.mu](mailto:orders@lobje.mu) once full payment is done)
  - iv. Sending a Purchase Order via email to [orders@lobje.mu](mailto:orders@lobje.mu) and mutually agreeing with Sphere Media on a payment method.

**Value Added Tax (VAT) is included in the showcase price.**

### **Bank account details for Payment:**

**Account Name: Sphere Media Technologies Co Ltd**

**Account Number: 000 44 56 25 856**

**Bank: Mauritius Commercial Bank**

## 2. Notifications on successful / failed Transactions

- a. A confirmation including a receipt of the transaction (the “Transaction Receipt”) will be sent to the Customer’s e-mail account upon successful payment for Products & Services purchased and/or postpaid settlement at the moment of delivery.
  - i. The Transaction Receipt will have a unique identification number to the transaction.
  - ii. The Customer’s bank card account number will not appear on the Transaction Receipt.
- b. The Customer can view order history of his account at all times by logging into ‘My Account’ accessible on L’Objé.

## 3. Prices

- a. Our products are sold at the price advertised on the website at the time of your order. We reserve the right to change the prices at any time, prior to the confirmation of your order. All prices are listed in Mauritian rupees.
- b. All prices are inclusive of VAT at the applicable rate at the time of your order and a delivery fee of Rs 172.50 (incl vat) will apply for orders having a total value less than Rs 10,000 (Incl. Vat). All Orders having a total value above Rs 10,000 will benefit from Free delivery. There is no fee for pick up.

# Delivery Policy

## 1. We offer 2 options:

- a. Pick up from 2 locations, either:
  - Les Allées d'Helvétia, Moka or
  - Near Savinia Bistrot restaurant, Bagatelle Mall of Mauritius.
- b. Delivery at a specified address

1.1 Once an order is confirmed, that is, full payment is received for the order, it takes about 1-3 working days for delivery (default policy).

1.2 If you wish to have your order delivered at a later date, you can select the desired date at the CheckOut Process.

1.3 We will give you a call on the pick up or delivery date to inform you that our delivery agent is on his way.

1.4 We will notify you if there is any change in schedule and agree on a mutually convenient time and day for delivery.

1.5 You are required to inform Sphere Media via email ([orders@lobje.mu](mailto:orders@lobje.mu)) or call on 433-8020 of any change in delivery time at least 2 hours before scheduled delivery.

1.6 In case you do not inform Sphere Media of any change in delivery schedule we will charge an additional Rs 172 for each missed delivery.

## 2. Delivery:

- a. Please ensure that you will be available for delivery.
- b. We charge Rs 172.50 (inc. VAT) for deliveries under Rs 10,000 (incl VAT).
- c. We do not deliver on Saturdays (only pick up possible until 1pm), Sunday and Public Holidays.
- d. Deliveries are done until 17h30 on working days.

## 3. Pick up:

- a. You can pick up your order at one of the 2 locations: Les Allées d'Helvétia, Moka and Near Savinia Bistrot, Bagatelle Mall of Mauritius.
- b. Pick up is possible until 18h30 on working days.
- c. We will call you to arrange for pick up once your order is ready.
- d. There is no extra cost for pick up.

# Security and Privacy Policy

## 1. Security

- 1.1 The Customer is responsible for maintaining the confidentiality of his account and password obtained upon registration and for restricting access of third parties to his account. The Customer agrees to accept full responsibility for all activities that occur under his account and/or through the use of his password.
- 1.2 During registration on L'Objé, the Customer will be asked to choose a login name and a password to access his account. His email address will be used as his login name.
- 1.3 If the Customer forgets or loses his password, the password can be reset online.
- 1.4 The Customer should change his password on a regular basis.
- 1.5 The Customer should be precautionous with automatic sign in; and must refrain from checking the "remember me" option on the application form screen if he uses a shared computer.
- 1.6 The Customer should notify his Bank immediately when his bank card is lost, stolen or expired.
- 1.7 Sphere Media implements security measures to protect personal information of the Customers during payment transactions. All information pertaining to any transaction on L'Objé is encrypted using Secure Socket Layer (SSL) protocol before transmission. L'Objé secures the Customer's private information using a SSL Certificate.
- 1.8 If the Customer updates any of his information, Sphere Media may keep a copy of the information that the Customer originally provided in Sphere Media's archives for reasons as documented in this Policy. The Customer can view and modify his personal information by clicking on L'Objé option "My Account".
- 1.9 Sphere Media may also share the Customer's data with its banks and other authorized persons for the purpose of processing the online payment transactions.

## 2. Privacy

2.1 Sphere Media undertakes to protect the information provided by the Customer in compliance with the Data Protection Law of Mauritius.

2.2 By visiting L'Objé, the Customer accepts the practices described in this Security & Privacy Policy and consents to our collection, use, disclosure and retention of his personal information as described in the Terms and Conditions.

2.3 Sphere Media will receive and store any information the Customer enters on L'Objé or provides in any other way. Sphere Media shall use the information that the Customer provides for such purposes as responding to his requests, customizing future shopping for him, improving its stores, and communicating with him.

2.4 **Cookies:** Sphere Media automatically collects certain personal information when the Customer is using L'Objé and mobile applications, such as the customer's IP address, browser type, operating system, mobile carrier, ISP, URLs of sites from which the Customer arrives or leaves L'Objé and/or mobile applications and sites that have embedded Sphere Media platform technology. Through cookies and other technologies Sphere Media is able to recognise the Customer as an existing or registered user of L'Objé and/or mobile application. A cookie is a tiny data file that resides on the Customer's computer, mobile phone, or other device, and allows Sphere Media to recognize the Customer when he returns to L'Objé using the same computer and web browser.

2.5 Sphere Media may use the Customer's personal information as follows:

- To better understand the Customer's needs and to provide a better overall service by contacting the Customer in relation to the Products and Services provided by Sphere Media.
- To inform the Customer about deals and promotions that Sphere Media may have, by sending promotional materials or details by e-mail or post.
- To contact the Customer regarding account status, changes to the Terms and Conditions and other matters relevant to the underlying services.
- To fulfill the Customer's transaction requests, and to deliver the ordered products to the Customer.
- As requested by law.

2.6 The Customer's personal information can only be disclosed to third parties where required or as authorized by the Law.

2.7 Currently no Online Payment Transaction is being done on L'Objé. The customer is required to notify L'Objé once funds are transferred to bank account provided by Sphere Media.

2.8 Sphere Media makes no warranty that:

- L'Objé will meet the Customer's requirements or will always be accessible;

- L'Objé will be uninterrupted, timely, secure, error-free or free from computer virus or other invasive or damaging code;
- The results that may be obtained from the use of L'Objé will be accurate or reliable;
- The quality of any products, services, information, or other material purchased or obtained by the Customer through L'Objé will meet his expectations; and
- Any errors in L'Objé will be corrected.

# Liability & Disclaimer Policy

Sphere Media will not be responsible nor liable for any losses suffered by the Customer resulting from the rejection of transactions, the non-processing of bank card payment, delay in delivery of products or for any other reasons beyond Sphere Media's control including but not limited to insufficient funds in the Customer's account, network downtime, expired bank card.

Sphere Media shall not be liable for the unavailability of L'Objé in the event of a Force Majeure or for acts of omissions of persons or bodies for whom Sphere Media is not responsible or any other cause, whether similar or dissimilar, outside Sphere Media's control.

No liability of any nature whatsoever shall be incurred by Sphere Media on the happening of a force majeure or any such events as aforesaid.

The use of L'Objé and reliance on any products or services available online is entirely at the Customer's own risk. L'Objé, including all its functionalities, is provided "as is" and Sphere Media will not be liable for any unavailability, interruption, downtime, malfunction, or failure of L'Objé for any reason whatsoever.

Sphere Media does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed on, linked to or distributed through L'Objé. The Customer acknowledges that any reliance upon any such opinion, advice, statement or information shall be at his sole risk. Sphere Media reserves the right, in its sole discretion, to correct any errors or omissions in any portion of L'Objé and the Products & Services listed herein.

Whilst Sphere Media takes reasonable precautions in its operation of L'Objé, neither Sphere Media nor its representatives will assume any responsibility and neither Sphere Media nor its representatives shall be liable for any damages to or for viruses that may infect the Customer's computer equipment or other property on account of his access to, use of or browsing of L'Objé or his downloading of any materials, data, text images, video or audio from this Portal. Any material downloaded or otherwise obtained through the use of L'Objé is done at the Customer's own discretion and risk and he will be solely responsible for any damage to his computer system or loss of data that results from the download of any such material and Sphere Media will be held harmless from such claims at all times.

The Customer agrees that under no circumstances whatsoever, Sphere Media, its employees, representatives or contractors may be held liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss, damage or damages of any kind whatsoever or howsoever caused (whether arising under contract, delict, negligence, or otherwise and whether the loss was actually foreseen or reasonably foreseeable), including but not limited to any loss of profits, loss of revenue, loss of operation time, corruption or loss of information or data and/or loss of contracts sustained by the Customer, his directors, employees, dealers or customers, resulting from his use of or inability to use L'Objé or its material.

Sphere Media will at its best efforts screen or edit all the content available from L'Objé to ensure that there is no illegal, defamatory or obscene content. You are encouraged to inform Sphere Media of any content on L'Objé that may be offensive or illegal and hold Sphere Media harmless from any claims arising thereof.