

LEGAL NOTICE

Conditions of use and sale.



- GENERAL INFO -

- **OWNER AND CONTACT INFORMATION**

In compliance with Act 34/2002 of July 11th, on Information Society Services and Electronic Commerce, we inform you that THINK PIPE LINE, SLU (hereafter referred to as MIMOS) is the owner of the internet domain www.mimospillow.com. The purpose of this website is to sell our products worldwide as well as spread information about positional cranial deformities. MIMOS info is the following:

- Registered office: Avda. Doctor Fleming 13, Esc. B, Puerta 92, 17249 - Platja d'Aro (Girona).
- Production site: C/ dels Cintaires 9, local. 08242 – Manresa (Barcelona)
- N.I.F: B17916883.
- Mercantile Registry of Girona: tomo 2496, Folio 73, inscripción 1, sección 9, hoja 42448

You can contact us by phone (+34 938773324), by e-mail (administracion@infocefalia.com) or by post, to THINK PIPE LINE, SLU, C/ dels Cintaires 9, 08242 - Manresa (Barcelona).

- **MODIFICATIONS**

MIMOS reserves the right to modify, at any time and without prior notice, the conditions of use and sale of the website, the Privacy Policy and the Cookies Policy.

The user acknowledges and accepts that it is his responsibility to review these conditions. In any case, the acceptance of these will be a previous and essential step to make any purchase.

- **RESPONSABILITY OF MIMOS**

In MIMOS we strive to ensure the uninterrupted availability of our website. However, access may be suspended temporarily and without prior notice in order to perform maintenance work, updating content, repair or improve the website.

- **LEGISLATION AND APPLICABLE JURISDICTION**

The present Legal Notice, as well as the relations between MIMOS and users, will be ruled by the Spanish in force regulation and any controversy will surrender to the Jurisdiction and Constitutionals of Barcelona.

- **SPANISH VERSION PREVAILS**

In the event of any conflict between the Spanish and other language versions of this legal notice, the Spanish version shall prevail.

*The Legal Notice of MIMOS will remain available at all times in this website,
so all users can consult or print it out at any time they see fit.*

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- CONDITIONS OF USE -

1. USER'S ACCEPTANCE

Any person who accesses and/or uses this website is considered a "user". By the mere use and access of this website, the user expresses his acceptance of the conditions of use and sale exposed in this document.

Moreover, the user agrees to make proper use of this website, as well as to communicate true and complete data. The user will not provide, in any case, personal data of third parties without their prior consent.

2. INTELLECTUAL AND INDUSTRIAL PROPERTY

Mimos® is a registered trademark in the Spanish Patent and Trademark Office (OEPM) and the European Union Intellectual Property Office (EUIPO). All the contents (logos, images, documentation, graphic design or any other element susceptible of protection by the legislation of intellectual or industrial property) incorporated or accessible from this web, correspond exclusively to MIMOS.

The user acknowledges that the use of the contents is strictly limited to the user's personal purposes and that the reproduction, distribution, public communication, transformation and in general, any other form of exploitation of all or part of the contents of this website, not expressly authorized, constitutes an infringement of intellectual property rights.

3. PERSONAL DATA PROTECTION

The user data that is collected through the website will be used and treated in accordance with the provisions of our Privacy Policy. Read it with attention to know how we use the information of the users and how to exercise the rights of access, rectification, erasure and objection.

- CONDITIONS OF SALE -

1. SCOPE OF APPLICATION

These conditions of sale regulate the purchase of products offered by MIMOS through the web. Users who make purchases at www.mimospillow.com fully accept these present conditions terms and will be legally bound by them. As a prerequisite of the purchase of any product, you must read and accept these terms.

MIMOS offers its products through this website and also through a network of distributors, both nationally and internationally. The section "Warranty" will be applicable to all Mimos® products purchased either through the web or an authorized physical point of sale.

2. PRODUCT PRICE

MIMOS decides the retail price of its products and reserves the right to modify them at any time (including during a certain campaign or sale). The prices of the products shown on the website include VAT (when applicable) but do not include shipping costs.

3. PURCHASE PROCEDURE

The purchase process is very simple. No previous registration is required (optional).

- a. In the "Products" section, choose the desired product and click on "add to cart". A drop-down will open with the summary of your order and you can choose to continue buying or proceed to checkout.
- b. Once you have all the items you want to buy in your cart, the next step will be to process the order and make the payment. You can see the contents of your cart in the drop-down that opens when you put the cursor over the "Shopping cart" icon in the upper right margin. There you can click on "proceed to checkout".
- c. Enter the requested data and check that the selected products are correct. Accept the Conditions of use and sale to be able to finalize the order by clicking on "I confirm my order".

MIMOS will send, within a maximum period of 24 hours, an email acknowledging receipt and confirmation of the purchase made. If you do not receive the mail, it means that your order has not been successfully completed. If you require assistance to formalize an order, you can contact our Customer Service through any of the contact information provided in the first section of this document.

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4. PAYMENT

MIMOS offers the customer multiple payment options: by credit or debit card (Visa, MasterCard, American Express, Visa Electron and/or other similar cards), through the PayPal system or by bank transfer. Additionally, the “cash on delivery” service is offered only in some regions of Spain and has an extra cost of 2,50€.

We assure the confidentiality of the payment information by using the REDSYS secure payment platform.

5. CANCELATION AND MODIFICATIONS OF ORDERS

Customers can request to cancel or modify an order only if it has not been sent yet. In order to do it, the customer must contact our Customer Service by calling +34 93 877 33 24. MIMOS will not accept requests for cancellation or modification of orders via email. If the order has already been sent, the customer can request a return according to the terms indicated in the "Returns" section.

In case of order modifications, keep in mind that shipping costs could change.

MIMOS reserves the right to cancel any order.

6. SHIPPING AND DELIVERY

MIMOS will do everything in his hands to make sure that the order is delivered under the expected conditions and at the indicated address. All orders are usually shipped to destination a day after receiving the payment. In case of “cash on delivery”, the order is shipped a day after the receipt of the order.

The shipping costs, as well as the delivery time, vary depending on the destination:

- **España Peninsular - shipment by MRW**
The delivery time ranges between 24 and 48 working hours. When dispatching the order, the customer will receive an email with the tracking number. Orders with an amount greater than 60€ have free shipping. Otherwise, the shipping cost is 5€. In addition, there is the "cash on delivery" option, which has an extra cost of 2.50€.
- **Islas Baleares - shipment by MRW**
The delivery time ranges between 24 and 72 working hours. When dispatching the order, the customer will receive an email with the tracking number. The shipping cost is 11€. There is also the "cash on delivery" option, which has an extra cost of 2.50€.
- **Islas Canarias- shipment by Correos**
The delivery time is 5 working days approximately. When dispatching the order, the customer will receive an email with the tracking number. The transit time does not include the time of Customs clearance. The shipping cost is 20€ and includes the shipping DUA, but does not include local taxes and/or fees.
- **Ceuta and Melilla - shipment by Correos**
The delivery time is 5 working days approximately. When dispatching the order, the customer will receive an email with the tracking number. The transit time does not include the time of Customs clearance. The shipping cost is 23€ and includes the shipping DUA, but does not include local taxes and/or fees.
- **Portugal continental - shipment by MRW**
The delivery time ranges between 24 and 48 working hours. When dispatching the order, the customer will receive an email with the tracking number. The shipping cost is 7€.
- **Portugal insular (Azores and Madeira) - shipment by Correos**
The delivery time is 5 working days approximately. When dispatching the order, the customer will receive an email with the tracking number. The shipping cost is 8,65€.
- **Rest of the world – Shipping by DHL or FEDEX**
The delivery time will depend on the world zone to which the package is sent. The shipping cost does not include Customs costs or taxes. The transit time does not include Customs clearance. In order to know the amount of the shipment, we suggest you make a purchase simulation and, once the destination address is indicated, the system will automatically calculate the cost.

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All the delivery conditions mentioned in this website (shipping time, delivery time, shipping date, etc.) are estimated and cannot be understood, under any circumstance, as the final or guaranteed delivery conditions. MIMOS is not responsible for delays in the delivery of an order.

When receiving your order, it is really important to check that the packaging, as well as the product itself, are in optimal conditions. Any incident must be communicated immediately in the first 24h after the reception of the package, since the damages must be claimed to the transport company as soon as possible.

7. RETURNS AND REFUNDS

MIMOS is compromised to replace any defective products with a new item. The return of products that show any symptoms of misuse, alteration or modification by the client will not be accepted.

In the event that the product presents any anomaly or damage on the moment of the reception, the customer must indicate it on the delivery note of the carrier. Claims regarding to anomalies in the appearance of the product will not be accepted 24 hours after delivery. The client must contact MIMOS by email (administracion@infocefalia.com) stating the reason for the return and the order number, and also attach an image of the damaged package and a copy of the delivery note.

Regarding to returns unrelated to manufacturing or delivery problems:

- a. The customer has 15 days from the receipt of the product to request a return and refund. The client must contact us by mail (administracion@infocefalia.com) or by phone (+34 938773324) to proceed with the return of the products. Once this period has expired, it is considered that the customer is satisfied with his purchase and no return requests will be accepted.
- b. Our products are classified as medical devices, and for the benefit of all our customers, the products must keep its original packaging intact for its return. Therefore, the return of items that have been opened or used will not be accepted in any case.
- c. The customer will assume the shipping costs (if applicable) and the return cost of the product, which shall be sent by its means to:

THINK PIPE LINE, SLU
C/ dels Cintaires 9 (local)
08242 Manresa (Barcelona)
Spain

Once the client sends us the product and the requested documents, the product will be paid. The payment of the product will be made through the same channel with which the payment was made.

8. WARRANTY

- a. Our products have a general warranty of two years. MIMOS reserves the right to replace any defective product under warranty.
- b. The warranty will only be applicable to the first owner/user of the product. Therefore, proof of purchase will be required.
- c. MIMOS will not accept products under warranty that show any sign of misuse: improper use or maintenance of the product, negligence, manipulation or undue alteration of the product without prior authorization of the brand. The products must always be used strictly following the manufacturer's instructions. Otherwise, the product could result damaged and lose its warranty.
- d. The warranty does not cover the general wear of the products. Damage caused by external factors such as friction, sharp objects or chemical products will not be taken into account. Mimos® pillow is composed of soft and delicate materials. Rips, tears and cuts (especially caused by the washing machine) will not be covered by the manufacturer's warranty.
- e. MIMOS will not accept the "non-effectiveness" of the product as a warranty. Mimos® pillow is a complement to the treatment of positional cranial deformities, and its degree of effectiveness is subject to different factors such as the genetic itself, the age of the baby, severity of the disease, cranial morphology and time or manner of use. In some cases, complementary and/or alternative measures will be required.