

Terms of use FOR CUSTOMERS

1. General terms

1.1. The Online Store of busts “Sound of Power” (SOP) Production sells Art Products (hereinafter referred to as the Art Products) at the Online Store owned by Hagiology Invest Ltd. An integral part of the Art Product is a certificate with number and the title of the Art Product and the original signature of the artist. The Art Product might be used as a speaker. The usage of the Art Product as a speaker is up to Customers choice. The Art Product shall be delivered with internal driver which is not a Product itself and serves as an esthetic part of Art Product. The Art Product shall be delivered with external amplifier which is not a Product itself and serves as a stand for Art Product. The Art Product shall be delivered with wires set which is not a Product itself and provides customer an opportunity to use Art Product as speaker as well.

1.2. The conditions apply to the legal relationships that arise between the customer (hereinafter referred to as the Customer) and Hagiology Invest Ltd. (hereinafter referred to as the Seller) as the owner of the shopping environment located on the website www.sound-of-power.com (hereinafter referred to as the Online Store) when Art Products are bought from the Online Store. In addition to these conditions, the legal relationships that arise when Art Products are bought from the Online Store are also regulated by the legislation of the Republic of Estonia.

1.3. Information on the Seller: Hagiology Invest Ltd., registration code 12768522, registered address Pronksi 19-1, Tallinn city, Harju county, Estonia, 10124, e-mail: info@sound-of-power.com.

1.4. By placing the order in the Online Store the Customer had concluded the sales agreement with the Seller. All following conditions apply to all persons and any legal entities upon making purchases from Online Store.

1.5. Seller has the right on its own judgement to change and modify the conditions and price lists due to the continuous developing of the Online Store. The Customers will be informed about these changes on the web-page www.sound-of-power.com. These changes will be valid from the moment of getting public on the web-page. In case the Customer made his/her order before the changes were applied, the conditions that were valid at the moment of placing the order shall be applied if the law or conditions do not state otherwise.

2. Prices

2.1. All prices displayed in the Online Store are given in euros and include VAT.

3. Art Products

3.1. Usually, the Art Products displayed in the Online Store are on stock. The availability of the said Art Products is not guaranteed, since it can be erroneous due to possible technical problems in the Online Store software.

3.2. If the Customer places an order but it appears that the Art Products out of stock, the Online Store cannot execute that order. In this case, an employee of the Online Store will contact the Customer and offer a replacement Art Products a new possible time of delivery.

3.3. The Art Product on site photos are illustrative and may differ from the actual appearance of the Art Product a small extent.

4. Making a purchase

4.1. The Customer selects a desired Art Product from the Online Store and adds it to the shopping cart by clicking on the button "Shopping cart".

4.2. To place the order the Customer shall click on the button "Order", being forwarded to the Order placement page afterwards.

4.3. Once the order is paid the Online Store will send a confirmation to the Customer's e-mail address.

4.4. In case the Customer chooses payment for the order by means of funds transfer from his/her bank account to the Seller's bank account (wire transfer), the Customer places the order by writing to the Seller's e-mail address. As soon as the funds are credited to the Seller's account the Seller sends a confirmation of the order to the Customer's e-mail address.

4.5. The Customer is obligated to provide necessary and true and complete information while placing the order.

4.6. The Seller shall not be liable for not being able to execute the order or any consequences that arise due to incorrect information given by the Customer while placing the order.

5. Payment method

5.1. The Customers can choose to pay for their orders safely by using the PayPal system, VISA or Mastercard, or by transferring the funds from their bank account to the Seller's bank account (Payment to: HAGIOLOGY INVEST OU, Account/IBAN: EE542200221061004028, SWIFT: HABAE2X, ADDRESS: Pronksi 19-1, Tallinn, Estonia).

5.2. The payment is carried out outside the Online Store of the Seller in a secure paying environment of the corresponding bank or service provider.

5.3. The Seller does not get access to the Customer's bank or credit card information.

6. Delivery

6.1. When the Customer chooses the post delivery, the Art Product arrives at the post office of the Customer's choice within 10–20 working days after the Customer received the order confirmation on his/her e-mail address. When the Art Product arrives at the post office, the Customer receives a text message with information on the post office where the Customer can pick up the Art Product. The Art Product is kept at the post office for 14 calendar days. After the end of the said term, the Art Product shall be sent back to the Seller.

6.2. When the Customer chooses the courier service delivery, the Art Product arrives to the Customer's address within 2–5 working days after the Customer has received the order confirmation on his/her e-mail address. The courier service will contact the Customer by phone and agree on a suitable time for delivering the Art Product. In the case of a failed delivery attempt, the package will be stored at the office of the Customer's residence and a note will be sent to the Customer's e-mail address or mail box about the arrival of the package. The Art Product is kept at the office for 14 calendar days. If the Customer does not collect the Art Product within the term specified, he/she shall compensate the costs of repeated shipping.

6.3. Courier service delivery shall be made via FedEx. Countries covered: CANADA, AUSTRALIA, CAMBODIA, EAST TIMOR, HONG KONG, INDONESIA, JAPAN, LAOS, MACAU, MALAYSIA, MEXICO, NEW ZEALAND, PHILIPPINES, SINGAPORE, SOUTH KOREA, TAIWAN, THAILAND, VIETNAM, ALGERIA, SAUDI ARABIA, BAHRAIN, BANGLADESH, BHUTAN, BRUNEI, EGYPT, INDIA, ISRAEL, JORDAN, KUWAIT, LEBANON, LIBYA, MOROCCO, MYANMAR, NEPAL, OMAN, PAKISTAN, PALESTINE AUTHORITY, QATAR, SAUDI ARABIA, SRI LANKA, SYRIA, TUNISIA, U.A.E., YEMEN, ANGUILLA, ANTIGUA, ARGENTINA, ARUBA, BAHAMAS, BARBADOS, BELIZE, BERMUDA, BOLIVIA, BONAIRE, BRAZIL, BRITISH VIRGIN IS., CAYMAN ISLANDS, CHILE, COLOMBIA, COSTA RICA, CURACAO, DOMINICA, DOMINICAN REPUBLIC, ECUADOR, EL SALVADOR, FRENCH GUIANA, GRENADA, GUADELOUPE, GUATEMALA, GUYANA, HAITI, HONDURAS, JAMAICA, MARTINIQUE, MONTSERRAT, NICARAGUA, PANAMA, PARAGUAY, PERU, SOUTH AFRICA, ST KITTS & NEVIS, ST MAARTEN, ST MARTIN, ST. LUCIA, ST. VINCENT, SURIN-

AME, TRINIDAD & TOBAG, TURKS & CAICOS I, U.S.A, PUERTO RICO, URUGUAY, VENEZUELA, VIRGIN ISLANDS, AFGHANISTAN, AMERICAN SAMOA, ANGOLA, ARMENIA, AZERBAIJAN, BENIN, BOTSWANA, BURKINA FASO, BURUNDI, CAMEROON, CAPE VERDE, CENT AFR REP, CHAD, CONGO, COOK ISLANDS, DEMOCRATIC REPUBLIC OF C, DJIBOUTI, EQUATORIAL GUINEA, ERITREA, ETHIOPIA, FIJI, FRENCH POLYNESIA, GABON, GAMBIA, GEORGIA, GHANA, GUAM, GUINEA, GUINEA BISSAU, IRAQ REPUBLIC, IVORY COAST, KAZAKHSTAN, KENYA, KIRIBATI, KYRGYZSTAN, LESOTHO, LIBERIA, MADAGASCAR, MALAWI, MALDIVES, MALI, MARSHALL ISLANDS, MAURITANIA, MAURITIUS, MICRONESIA, MONGOLIA, MOZAMBIQUE, NAMIBIA, NAURU, NEW CALEDONIA, NIGER, NIGERIA, NIUE, PALAU, PAPUA NEW GUINEA, REUNION ISLAND, RWANDA, SAIPAN, SAMOA, SENEGAL, SEYCHELLES, SIERRA LEONE, SOLOMON ISLANDS, SOMALIA, SUDAN, SWAZILAND, TANZANIA, TOGO, TONGA, TURKMENISTAN, TUVALU, UGANDA, UZBEKISTAN, VANUATU, WALLIS & FUTUNA, ZAIRE, ZAMBIA, ZIMBABWE, CHINA, U.S.A., DENMARK, FAROE ISLANDS, FINLAND, GREENLAND, ANDORRA, AUSTRIA, ESTONIA, FRANCE, GREECE, IRELAND, ITALY, LATVIA, LITHUANIA, MONACO, POLAND, PORTUGAL, SPAIN, VATICAN CITY, BULGARIA, CYPRUS, CZECH REPUBLIC, HUNGARY, MALTA, ROMANIA, SLOVAK REPUBLIC, SLOVENIA, GIBRALTAR, ICELAND, LIECHTENSTEIN, SWITZERLAND, ALBANIA, BELARUS, BOSNIA, CROATIA, MACEDONIA, MOLDOVA, MONTENEGRO, RUSSIA, SERBIA, SERBIA AND MONTENEGRO, TURKEY, UKRAINE, BELGIUM, GERMANY, LUXEMBOURG, NETHERLANDS, UNITED KINGDOM, NORWAY.

6.4. If the Customer placed his/her order during the weekend (from Friday after 13:00 until Monday before 09:00) or on a national holiday, the 2–5 working day term starts at 09:00 of the first working day that follows the weekend or national holiday.

6.5. The Customer is obligated to check the correctness of his/her contact information before placing the order to avoid delays and misunderstandings when the Art Product is delivered. The Seller takes no responsibility for delays and misunderstandings upon delivery if the delay or misunderstanding arises from incorrect information given by the Customer during the placement of the order.

6.6. If the Art Product does not arrive in good condition and in closed packaging, the Customer is obligated to notify the Online Store, sending a corresponding e-mail to info@sound-of-power.com

6.7. Delivery fees are included in price of the Product.

6.8. This Article is not to be applied to Art Products numbered 1 and 100, which are to be sold on the auction. The terms of the auction to be published separately on the website sound-of-power.com

7. Exchanges of the Art Products

7.1. The purchased Art Product is regarded as a piece of art and the Customer has no right to exchange or return the ordered Art Product without the proper reason. The proper reason to exchange the Art Product is a physical defect like a crack, scratch or dent.

7.2. If the received Art Product has a physical defect the Customer shall inform in written the Seller via e-mail info@sound-of-power.com not later than in 5 working days after the receipt of the Art Product. The discovered defect has to be described in details and the pictures added. The Seller has to consider the received claim and to give a written answer about the exchange of the defected Product. If the Seller accepts the claim in writing and is ready to exchange the defective Art Product the Customer shall return the Art Product via post office.

7.3. The Online Store will send a confirmation to the Customer's e-mail address about having received the product.

7.4. The Seller shall cover the delivery costs for post office with a limit of said costs at 111 EUR.

7.5. In the case of an exchange, the Online Store will send a new Art Product to the Customer upon receiving the replacement Art product and subject to prior receiving the Art Product that is to be exchanged.

7.6. The Art Product can only be exchanged for the same product (with the same number).

7.7. The Art Product that is to be replaced cannot be damaged, except the described defect, or have signs of having been used, it must be in its original packaging and all original tags must be attached to the Art product.

7.8. The Customer is obligated to open the Art Product packaging carefully without damaging it.

7.9. The Guarantee period for driver, amplifier and wires (electronics) shall be ninety (90) days since the delivery of the Art Product. Within mentioned period the Customer shall have the right to change the damaged detail(s). For that purpose the Customer shall submit the damaged detail(s) accompanied by the documentary evidence of the purchase of the Art Product. Upon receipt of the damaged detail(s) the Seller has the right to conduct the relevant expertise in order to find out if the damage was caused after the delivery of the Art Product or is the result of internal defects. If the expertise defines that the damaged was caused by the internal defects, the Seller shall, at its own expense, repair or change damaged details. If the damage was caused by any circumstance other than internal defects, the Seller returns the damaged details to the Customer without any reimbursements and/or repairs, replacements, and/or compensations (the same applies to the cases when the Customer sends damaged details after ninety (90) days after the delivery of the Art Product). In such cases the Customer shall reimburse to the Seller the costs incurred by the delivery of the Art Product back to the Customer and the costs of the expertise (where appropriate).

8. Claims procedure

8.1. Any disputes between the Customer and the Seller shall be solved by negotiations.

8.2. The Seller shall not be liable for damages arising from the abnormal use of the Art Products or for delays if they are due to circumstances the Seller could not affect and/or are conditioned by *force majeure*.

9. Liability

9.1. The Seller and the Customer shall be liable to each other for the damage caused by violating these terms of use in the cases and to the extent provided by the legislation valid in the Republic of Estonia.

9.2. The Customer is obligated to use the service of the Online Store only for purposes that are legal and in accordance with good practice.

10. Privacy policy

10.1. The Customer gives the Seller a clear and informed consent for processing his/her personal data.

10.2. The personal data given to the Seller shall be entered into the customer registry and shall be used for providing sales service and offering Art Products to the Customer.

10.3 The Seller stores the contact information and information about the purchases entered by the Customer during purchases. This information will be handled as confidential and is processed in accordance with the Personal Data Protection Act. The personal data necessary for delivery will be forwarded to a business providing courier service.

10.4. The Seller may only use the Customer's personal data for sending information about special offers and campaigns to the Customer's e-mail address if the Customer has given consent.

10.5. Data exchange between the Customer and card payment centers is encrypted, ensuring the safety of the Customer's personal data and bank information. The payment is carried out outside the

Online Store in a secure paying environment of the corresponding bank or service provider. The Online Store does not have access to the Customer's bank or credit card information.

10.6. We use Secure Sockets Layer (SSL) technology to provide you with the safest shopping experience possible. SSL technology enables encryption (scrambling) of sensitive information, including passwords and credit card numbers, during your online transactions. All of the forms on our site are secured with SSL technology so your personal information stays safe and out of malicious hands.

11. Terms of use and their alteration

11.1. Upon signing up or making a purchase, the Customer accepts the terms of use of the Online Store and is obligated to follow them.

11.2. The contract of sale between the Seller and the Customer enters into force after the purchase amount is transferred to the Seller's bank account.

11.3. The Seller has the right to alter the terms of use and prices of the Art Products of the Online Store. A notification about the changes made shall be published in the Online Store environment. The conditions and prices valid at the time of the transaction shall be applied to the transaction.

11.4. The Seller has the right to disclaim the execution of the order when the displayed price in the Online Store is incorrect due to a technical error.

12. Other conditions

12.1. Any disputes between the Customer and the Seller shall be solved by negotiations. If an agreement is not reached, the Customer has the right to turn to the Harju County Court (Tallinn, Estonia).

13. Customer support

13.1. The e-mail address is info@sound-of-power.com The present terms of use for Customers are confirmed on the 7th day of august, 2015.