

TERMS & CONDITIONS

Last updated: (March 1, 2021)

I. Introduction:

The following Terms & Conditions (“the Terms”) constitute an agreement between LA EMPATIA COLOMBIA S.A.S. (“LA EMPATIA COLOMBIA”, “us” “we”) and you, the visitor, governing your access and use of all content and functionalities available at the LA EMPATIA COLOMBIA website as well as other related sites accessed through the URL www.latiendadelaempatia.com (“the SITE”).

You agree to be bound by these Terms as well as consenting to the practices here described by virtue of using, accessing, viewing or browsing the Site in any way, or by adding your own content to the Site.

You have the obligation to read and understand all of the Terms found herein and shall accept to abide to our policies if you wish to use or partake in our services. If you happen to be under the age of 18, you must let at least one of your parents or a guardian know about these Terms as well as checking LA EMPATIA COLOMBIA’s Privacy Policy before registering to use the Site or partaking in any of the Site’s services.

II. Subscription:

You will only be allowed to purchase our products if you have a registered account with LA EMPATIA COLOMBIA. Likewise, other services or features offered on the Site will only be available after you have subscribed/registered with us.

When creating your account, you will be required to provide information about yourself that is true, accurate, current and complete in all respects. The data or information you must provide may contain your name, phone number, email address, delivery address, credit or debit billing address and details.

LA EMPATIA COLOMBIA reserves the right to request any necessary additional information that may or may not be included at the time of the account setup, specifically pertaining to evidence or proof of billing.

Under its sole discretion, LA EMPATIA COLOMBIA may change some or all of the subscription requirements from time to time. If such is the case, notice will be provided to you and you shall update your account accordingly within a reasonable time period.

We invite you to check our Privacy Policy section to learn more about how we use your data.

III. Eligibility:

Eligibility to purchase any of the Products sold on the Site, will rest on you having set up an account where along with personal details, you are asked to disclose all relevant payment specifications which you represent, and warrant are valid and correct. By providing this data you also confirm that you are the person referred to in the billing information given to LA EMPATIA COLOMBIA and that you are 18 years older.

Any and all Products purchased by you or any buyer on your behalf are destined for personal use only. LA EMPATIA COLOMBIA 's product should not be bought with the intention of being resold, used for any commercial purposes or as a means to reap any additional commercial benefit. LA EMPATIA COLOMBIA reserves the right to restrict or limit the quantities of an item being sent to any customer at a given time.

Once you make an offer to purchase any of LA EMPATIA COLOMBIA 's merchandise, you are expressly authorizing us to perform any corresponding credit checks as well as to obtain or divulge your credit or debit card information or credit report information to or from third-parties with the sole purpose of authenticating your identity, to validate your credit or debit card and/or to authorize individual purchase transactions. You are also allowing LA EMPATIA COLOMBIA to use your personal information in order to conduct any fraud checks or to disclose such information to a fraud prevention agency which may in turn, keep records of such information.

We invite you to check our Privacy Policy section to learn more about how we use your data.

IV. Our Products:

LA EMPATIA COLOMBIA has made every effort to display its Products as accurately as electronic media will allow. Nonetheless, we assert they are published for illustrative purposes only and therefore we cannot guarantee an exact match between the images on the Site and the actual delivered Products.

LA EMPATIA COLOMBIA takes reasonable care to ensure that all of the details and description concerning the advertised Product(s) are correct. It is possible though, that the information appearing on Site may not always reflect the most recent information at the time of your order.

All Products shown on the website are subject to their availability. If a product you have ordered is temporarily unavailable or has been discontinued, we will inform you via email and offer a substitute item. You can later decide whether you would like to buy the substitute item or cancel your order instead (a full refund will be provided in such case).

V. Making an Order:

To purchase Products on the LA EMPATIA COLOMBIA website make sure to first correctly set up your account and registration. Once your order has been created, we kindly advise you to check and amend any errors before continuing with the payment part of your order (quantities, type of wallpaper chosen, dimensions etc.).

After the order is placed and paid for, you will receive an email with the subject Order Confirmation from LA EMPATIA COLOMBIA corroborating: i) which Products have been ordered, ii) which shipping option you have chosen, iii) your delivery address and iv) any other special instructions.

If you notice errors within your Order Confirmation, please contact email us at asesora@laempatia.co as soon as possible.

Payment of your order will constitute a formal offer to enter into a Contract with LA EMPATIA COLOMBIA to buy the Product(s) in your order. The Contract will be subject to these Term and you will be asked to expressly confirm your acceptance of them when carrying out your order. The

Contract will exclusively consist of the Products listed in your order, verified in the Order Confirmation e-mail.

You will receive a second e-mail once your order is dispatched. This mentioned e-mail will contain your tracking number (for shipping purposes) as well as any useful information pertaining to the delivery of said package.

The sale Contract is perfected in Colombia the moment you pay for the Product(s) in your order. LA EMPATIA COLOMBIA confirms that the language of the Contract is English, and we expressly indicate that no other third-party associated with LA EMPATIA COLOMBIA has the authority to accept an order on our behalf.

VI. Acceptance of your order:

We reserve the right to not accept and cancel your order if the amount due cannot be debited or charged to the credit or debit card provided. Likewise, we will not accept your order if any shipping restrictions apply to a particular item, if the item ordered is out of stock or it does not satisfy our quality control standards and is recalled, or if you do not meet the eligibility criteria mentioned in section III of these Terms.

VII. Pricing:

All prices found in LA EMPATIA COLOMBIA 's website are according to the currency of the place where your IP Address is found.

The Product's prices do not include delivery charges. Shipping costs will vary depending on the type of delivery you choose. This delivery price or shipping fee will be confirmed while you make your order and will be explicit in the Order Confirmation.

If your credit or debit card is not in US Dollars, the final price will be calculated in accordance with the applicable exchange rate of the day in which your card issuer processes the transaction.

LA EMPATIA COLOMBIA will take reasonable care to ensure that the prices regarding advertised Products are accurate, but in no ways guarantees that the information is correct at all times.

If all or some of the products in you order is mistakenly priced, LA EMPATIA COLOMBIA will e-mail or telephone you to inform you of such error and you will be given the option to continue with the purchase of the Products with the updated price or to cancel the order. If not able to contact you from the details you provided, we will treat the order as cancelled. LA EMPATIA COLOMBIA will be under no obligation to accept or fulfill an order concerning a Product that was advertised with an incorrect price.

VIII. Offers and promotional codes:

LA EMPATIA COLOMBIA will be allowed to issue offers and discounts concerning particular products from time to time.

If using a promotional code, make sure that it is entered on the payment section of the purchase process before the order is finalized. If the code is entered correctly and the offer is still applicable, your deduction will be displayed in your Order Confirmation. LA EMPATIA COLOMBIA reserves the right to cancel the order if an unauthorized code is used. Before applying any offer or promotional code to your order, make sure you check all applicable requirements.

IX. Payment:

You may pay for Products using a debit or credit card. LA EMPATIA COLOMBIA will accept Visa, MasterCard, American Express and PayPal. Your credit or debit card will not be charged until LA EMPATIA COLOMBIA issues and sends an Order Confirmation to you, from which point on, payment will be cleared for the products in your order as well as all other applicable delivery charges in full.

When entering payment information, you must confirm that the credit or debit card is yours, or that you have the proper authorization by the corresponding owner to use it. As mentioned above, all cardholders are subject to validation checks and other procedures dispensed by the card issuer.

Your order will be cancelled and LA EMPATIA COLOMBIA will not be liable for any delays or non-delivery of the Products if the issuer of your credit or debit card refuses to authorize payment.

We take reasonable care to make our Site safe by using secure online payment platforms to keep the details of your order and payment protected. In the absence of negligence from LA EMPATIA COLOMBIA's part we will not be held liable for any loss you may suffer if a third party obtains unauthorized access to the data you provided when visiting, accessing or ordering from the Site.

X. Delivery:

Your order will be delivered to you by us or our delivery partner. Unless extraordinary or unforeseen circumstances take place, LA EMPATIA COLOMBIA will take reasonable steps to meet the delivery date indicated on your Order Confirmation. If extraordinary or unforeseen circumstances take place and we are unable to meet the delivery date, we will contact you as soon as possible, and we will take all reasonable steps to minimize the effects of such delay. LA EMPATIA COLOMBIA will not be liable for delays caused by the extraordinary or unforeseen events.

A delivery will be considered completed once the Products are dispensed to the address stated in the Order Confirmation. LA EMPATIA COLOMBIA will not be responsible for any delays or failed deliveries as a result of an incorrect address provided by you. Please note that you are also responsible for receiving your delivery and making all the corresponding arrangements if you are not there to receive it. If no one is able to receive the delivered Product(s) and no specific instructions are left, LA EMPATIA COLOMBIA (or our delivery partner) will leave you notice of such delivery attempt via a physical note or will try to reach you via phone call or e-mail to set a new delivery date.

If after a failed delivery you do not proceed to set a new date, LA EMPATIA COLOMBIA will contact you for further instructions and may charge you for storage costs or other related shipping costs. If, despite our reasonable efforts, we are unable to contact you or rearrange your delivery, LA EMPATIA COLOMBIA may end the Contract.

In the case of a late delivery, you will be able to cancel the order fully or partially. LA EMPATIA COLOMBIA will refund the sums paid (fully or partially) pending your decision and their delivery cost. Even if you cancel the order, it is possible that although late, Products are in fact delivered to your address, if so, you will allow LA EMPATIA COLOMBIA to collect them at our expense or if you prefer, you can return them to us too.

You are allowed to end the Contract if, without any reasonable motives or explanations LA EMPATIA COLOMBIA misses the delivery deadline for any Products. If you wish to continue with the Contract, you can give LA EMPATIA COLOMBIA a new specified deadline.

Kindly note that we are only able to deliver LA EMPATIA COLOMBIA 's products to the countries serviced by DHL Worldwide.

For our return address check title XI of these Terms.

XI. Return Policies:

Colombian law allows you to change your mind (specific conditions apply) and end the Contract 5 business days after the Products are delivered. You will be responsible for returning the Product(s) back to LA EMPATIA COLOMBIA in the same conditions as delivered, as well as for paying any necessary transportation costs. LA EMPATIA COLOMBIA will refund the purchase a maximum of 30 business days after your request to end the Contract is submitted. If exercising this right, the Products must be delivered to LA EMPATIA COLOMBIA within 10 business days since your notification to end the Contract is sent.

If you wish to end the Contract before your Products are delivered, you may do so by contacting LA EMPATIA COLOMBIA immediately via e-mail. Once we have reasonable notice of such decision, the Contract will end immediately and LA EMPATIA COLOMBIA will refund any sums paid by you for the Products not provided. LA EMPATIA COLOMBIA may nonetheless deduct a reasonable amount concerning the net costs LA EMPATIA COLOMBIA incurs in as a result of you ending said Contract.

LA EMPATIA COLOMBIA will pay the costs of return under the following circumstances:

- i) If the delivered Product is not the one you ordered and does not match the Order Confirmation.
- ii) If the Products delivered are faulty. This does not include any damage or negligence done by our delivery partner or if LA EMPATIA COLOMBIA had no knowledge or control of such damage or negligence.
- iii) If there is an error in pricing or description of the Product(s).

WARNING: If LA EMPATIA COLOMBIA has designed a personal or customized Product made according to your specifications, these return policies will not apply.

For return purposes please find our address below:

LA EMPATIA COLOMBIA SAS
Diagonal 127B No 72 70
Bogota, Colombia
Tel: +(57) 3105802616
Email: asesora@laempatia.co

Content:

Under these Terms, and in addition to the Intellectual Property rights mentioned above, “Content” shall mean any audio, video, text, images, data files, graphics, text, photographs, logos, sounds, drawings, music, audio files, software on this Site. LA EMPATIA COLOMBIA grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal non-commercial use of this Site.

LA EMPATIA COLOMBIA takes all reasonable measures to ensure that the information on this Site is up to date, precise and complete. In spite of the above, LA EMPATIA COLOMBIA does not warrant or represent that the Content is correct, reliable and error free at all times or that your use of LA EMPATIA COLOMBIA’s Content will not infringe third-party rights.

LA EMPATIA COLOMBIA does not warrant that this Site will be free of human or technological errors pertaining the functional aspects of the Site or that the Content, website or server is always free of viruses or other harmful glitches. In addition, we make no warranty that the Site will always be uninterrupted. LA EMPATIA COLOMBIA is allowed to suspend, take out, discontinue or change any or all parts of our website without having to give any notice. LA EMPATIA COLOMBIA will not be held liable if the Site is not available at any given time or for any loss of Content published on our Site.

LA EMPATIA COLOMBIA will not be responsible for costs incurred from your use of the Site or of LA EMPATIA COLOMBIA’s Content which result in the need of repairing or replacing material, property, equipment or data.

Content published on or through our Site should never be considered as professional or technical advice.

XII. Use:

Your use of LA EMPATIA COLOMBIA’s Site is governed by these Terms. By using the website, you confirm that you accept and agree to comply with them. The use of this Site is at your own risk. You will be personally responsible for any activity conducted while using this Site. LA EMPATIA COLOMBIA is allowed to deny you access to this Site, or to any part of it, whenever considered pertinent without notice. This denied access can be temporary or permanent depending on LA EMPATIA COLOMBIA’s determination that these Terms have been or are being violated or for any other activities we consider unfit or harmful to others.

You are allowed to electronically copy and print hard copies of pages from the Site for personal (non-commercial) purposes only. Modifying hard or digital copies of any materials or Content printed off or downloaded by you in any way is strictly prohibited. You have no permission to use any illustrations, photographs, graphics, video or audio sequences taken from the Site that have been separated from their corresponding accompanying text.

You shall not knowingly introduce viruses, bugs, or other malicious technological material to our Site or gain unrightful access to our server or database. Removing or altering any proprietary right notices such as, but not limited to copyright and trademark or “watermarks” notices affixed within the Site is not allowed.

Harvesting personal and/or identifiable information from our Site or using the comments section or other communication systems provided in the Site for any commercial solicitation purposes is strictly prohibited.

XIII. Disclaimer:

LA EMPATIA COLOMBIA makes no representations or warranties of any kind, whether express or implied, with respect to this Site, its Content or the information available on or through it and/or of any transaction conducted on or through this Site including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade. This Site is provided on an “as is” basis with all faults.

Under the fullest extent permissible by applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products available through this Site including but not limited to implied warranties of satisfactory quality and fitness for a particular purpose. As mentioned above nothing in these Terms shall limit your rights as a consumer under Colombian law.

LA EMPATIA COLOMBIA cannot guarantee and therefore shall not be in any way responsible for the security or privacy of this Site and any information provided to or taken from this Site by you.

Except for death and personal injury arising from LA EMPATIA COLOMBIA 's negligence, you agree that LA EMPATIA COLOMBIA will not be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise out of or in connection with this contract, for any economic losses (including without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special or indirect or consequential losses in any case whether or not such losses were incurred by that party arising out of or in connection with the provisions of any matter under these Terms.

LA EMPATIA COLOMBIA does not make any representations or warranties about any of the websites you may access through this Site. Any of those websites are independent from LA EMPATIA COLOMBIA and LA EMPATIA COLOMBIA has no control or responsibility over and with respect to the information there provided or of the activities undertaken by such websites. The appearance or a link on the Site of another website does not mean that LA EMPATIA COLOMBIA is endorsing that website and it will be up to you if you wish to access it or not.

LA EMPATIA COLOMBIA is entitled but undertakes no voluntary duty to monitor and/or edit or remove any comments or product review posted by you in this Site. You shall be the sole responsible for the comments you post on or through this Site, in respect to their accuracy as well as for any other consequences arising from submitting the comment(s). This includes the violation of any third-party rights not limited to intellectual property or proprietary rights as well as any libelous or unlawful material.

LA EMPATIA COLOMBIA in no way endorses the opinion, advice, suggestion or recommendation posted or sent by other users in any comments and we specifically disclaim any liability to the fullest extent allowed by applicable law.

XIV. Indemnity

You agree to, under our request, fully defend, indemnify and hold harmless LA EMPATIA COLOMBIA immediately on demand, its officers, directors, agents, affiliates, licensors, and suppliers, from and against all liabilities, claims, expenses, damages and losses, legal fees arising from any breach from this Terms by you or any other liabilities that arise from your use of the Site, or by the use of another third-party accessing the Site from your account. LA EMPATIA COLOMBIA reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder. This defense and indemnification obligation will survive these Terms and your use of the Site.

In the event of breach, you agree to comply with all of the provision found in these Terms. You understand and agree that you are solely responsible for any breach of your obligations under these Terms and for consequences including any loss or damage which LA EMPATIA COLOMBIA or a third-party may suffer or that are consequences of any such breach.

XV. Claims and complaints:

If you have any problems with the Products you have ordered, please contact us using the details below:

Customer Service

Telephone: +573105802616

E-mail: asesora@laempatia.co

Address: Diagonal 127B No 72 70

XVI. Intellectual Property:

You acknowledge and agree that all copyright, designs, the "look and feel" of the Site, trademarks and all other intellectual property and material rights relating to the Content as herein described, shall remain at all times vested in LA EMPATIA COLOMBIA S.A.S. and/or their respective owners. All of the Content, including third-party trademarks, designs and related intellectual property rights mentioned or displayed on this Site are protected by law and international treaty provisions. You are allowed to use the Content only as expressly authorized by LA EMPATIA COLOMBIA and or its third-party licensors. Any reproduction or distribution of the Content mentioned above is prohibited and may result in civil and criminal penalties. Violators will be prosecuted to the fullest extent permissible under applicable law. Copying or using any of the intellectual property rights mentioned above on any other server, location or support for publication, reproduction or distribution is expressly prohibited.

XVII. Changes made to the Terms:

LA EMPATIA COLOMBIA reserves the right to modify the Terms under its sole discretion at any time. Any time there is a modification of the Terms, we will post or draw attention to the updated terms. Your decision to continue to visit and/or make use of the Site after such changes have been made constitute your formal acceptance of the revised Terms.

Please make sure to read these Terms and check them regularly. If at any point you do not agree with the changes made, or with the Terms in general, you must immediately stop using the Site.

XVIII. Entirety and Separability of Terms:

These Terms & Conditions constitute the whole legal agreement between you and LA EMPATIA COLOMBIA and completely replace any prior agreements. Each and every one of the provisions of these Terms shall operate separately. If a court or other relevant authority deems that any of them are unlawful or unenforceable, the other outstanding sections will remain in full force and effect.

XIX. Governing Law:

This Agreement is governed in accordance with the laws of Colombia.

XX. Transferability:

LA EMPATIA COLOMBIA reserves the right to partially or fully transfer our rights and obligations under the Contract to another third-party without affecting your rights under these Terms.

XXI. Independent Relationship:

LA EMPATIA COLOMBIA and you are independent contractors, and these Terms will not, in whole or in part, establish a relationship of partnership, joint venture, employment, franchise or agency between the you and LA EMPATIA COLOMBIA .

XXII. Contact us:

If you have any questions about this Agreement, please feel free to contact us at:
E-mail: asesora@laempatia.co or via whatsapp on our website button.