

GENERAL CONDITIONS OF USE OF THE WEBSITE

LES TROPEZIENNES PAR M. BELARBI

1) PURPOSE AND IDENTIFICATION

Les Tropeziennes par M. Belarbi provides the User with online services on its website lestropeziennes.fr.

The purpose of these General Conditions of Use is to define and set the terms of use of the services and content offered by the Website. By accessing and browsing the Website, the User accepts these General Conditions of Use, to which he or she may not object in any way that has not been expressly accepted by Les Tropeziennes par M. Belarbi.

Les Tropeziennes par M. Belarbi reserves the right to change these Conditions at any time.

These GCUs can be consulted at any time on the Website and appear at the bottom of the page. The version of the GCU applicable is that in force on the day of browsing.

2) DEFINITIONS

Store: refers to the physical points of sale under the "Les Tropeziennes par M. Belarbi" banner found in mainland France.

Customer: refers to the user, a natural person over the age of 16, legally capable of placing an order with the Seller on the Website in the capacity of a consumer, whose use of the Products is private and personal, and excludes any commercial, competitive or any other purpose likely to harm the Seller.

Order: shall name the act whereby the Client purchases one or more Products via the Website by accepting, without reservation, all the General Terms and Conditions of Sale contained in the online order.

Client Account: shall mean the interface hosted on the Website where all the data provided by the Client is grouped together to enable the Client to manage its Orders. Access to the Client Account is via the Login.

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General Conditions of Use or GCU: refers to the present contractual conditions made available on the home page of the Website, to govern the use of the Website by any User.

Login: means the Customer's email address and password chosen by the Customer, which must access the Customer's Account.

Product(s): shall name the products and/or services offered for sale on the Website.

Services: refers to all the services offered on the Website, including personalisation services and after-sales customer services.

Website: shall name the Internet website of the Vendor accessible notably from the address lestropeziennes.fr.

User: means any person accessing and/or browsing the Website

Seller: refers to the company DRESCO, using the Les Tropeziennes par M. Belarbi brand, SAS with a capital of 1,064,910 euros, whose registered office is found at 20 rue Jean-Baptiste Pigalle, 75009 PARIS, registered in the PARIS Trade and Companies Register under number 612.045.864.

3) SERVICES

The services available on the Website are supplied free of charge. The general conditions applicable to these services are described in the document "General Terms and Conditions of Sale". The list of features is supplied for information purposes only. The Website reserves the right to add or remove features, temporarily or permanently, without the User's consent.

The services offered to Users include:

- the provision of the products listed on the lestropeziennes.fr website.
- the possibility of making purchases without the obligation to register prior to any purchase of Products or Services by creating a customer account.

Added services offered to Customers:

By creating an account, the Client will be able to track and manage their current Orders. The Client can access the history of all his Orders in the "Order history and details" section.

4) ACCESSING THE SERVICE

4.1 - The website is accessible free of charge to any User with Internet access. All costs relating to the Site, whether hardware, software or Internet access costs, are exclusively at the User's expense.

4.2 - Registration as a Customer:

To access certain services on the website, the User must create a free customer account on the website. This registration is personal and does not authorise third parties to use the customer account created. The User must create an account by entering the mandatory fields of the information form necessary for the processing of his/her registration and the services offered by the website. The user undertakes to supply true and sincere information. The user is entirely responsible for the accuracy and updating of the data communicated in the context of the opening and management of his customer account. Certain services of the site are exclusively reserved for certain Users after identification using their login and password. The user undertakes to keep his password secret to guarantee his access to the services offered.

4.3 - Customer identification:

The customer is solely responsible for the use of his or her Customer Account. If a customer shows or uses its Identifiers in a manner contrary to their intended purpose, Les Tropeziennes par M. Belarbi may remove the Customer Account without notice or compensation. Under no circumstances shall Les Tropeziennes par M. Belarbi be held liable in case of usurpation of a Customer's identity. Any access and action carried out from a Customer's Account shall be presumed to be carried out by that Customer. Any loss, misappropriation, or unauthorized use of a Customer's Identifiers and their consequences are the sole responsibility of the Customer, who must notify Les Tropeziennes par M. Belarbi at once by e-mail to the following address: contact@lestropeziennes.fr.

4.4 - Closing the Customer Account:

The Customer may close his or her customer account at any time via the form [Contact us](#). Les Tropeziennes par M. Belarbi will close the Customer account as soon as possible and will send the Customer an email confirming the closure of his or her Account. The

closure of the Customer's Account does not entail the deletion of this data. Customers wishing to have this data removed must send a request to Les Tropeziennes par M. Belarbi, whose contact information is provided in Article 13 CUSTOMER SERVICE.

The Customer acknowledges that in case of deletion of his/her account for any reason whatsoever, he/she will no longer have access to the full functionality of the Site and to the possibility of having access to his/her purchase history.

5) USER'S OBLIGATIONS

5.1 - Without prejudice to the other obligations set out here, the User undertakes, while using the Website, to follow the laws and regulations in force and not to infringe the rights of third parties or public order.

5.2 - The User is informed and accepts that the implementation of the Site requires that he/she be connected to the Internet and that the quality of the Site depends directly on this connection, for which he/she alone is responsible. Thus, the User declares that he/she is aware of the characteristics and limits of the Internet, in particular its technical performance, the response times for consulting or sending data and the risks associated with the security of communications.

5.3 The User undertakes to make strictly personal use of the Website. Consequently, he/she shall not assign, grant or transfer all or part of his/her rights or obligations hereunder to a third party, in any manner whatsoever.

5.4 - The User acknowledges that the Website offers an added solution to the means he/she already uses to achieve the same goal and that this solution is not a substitute for these other means.

5.5 - The User must take the necessary measures to save by his own means the information of his Customer Account on the website that he considers necessary.

6) PROHIBITED CONDUCT

6.1 - It is strictly prohibited to use the Website for the following purposes:

- (a) carrying out illegal or fraudulent activities or activities that infringe the rights or safety of third parties,
- (b) undermining of public order or violation of laws and regulations in force,
- (c) intrusion into the computer system of a third party or any activity of such a nature as to harm, control, interfere with, or intercept all or part of the computer system of a third party, violate its integrity or security,
- (d) sending unsolicited emails and/or commercial prospecting or solicitation,
- (e) manipulations intended to improve the referencing of a third-party site,
- (f) aiding or abetting, in any form or manner, one or more of the acts and activities described above,
- (g) and more generally any practice that misuses the Site for purposes other than those for which it was designed.

6.2 - Users are strictly prohibited from copying and/or misappropriating the concept, technologies or any other element of the Website for their own purposes or those of third parties.

6.3 - The following are also strictly prohibited:

- (i) any behaviour likely to interrupt, suspend, slow down or prevent the continuity of service of the Website,
- (ii) any intrusions or attempted intrusions via the website into the systems of lestropeziennes.fr,
- (iii) any misuse of the website's system resources,
- (iv) any action that would impose a disproportionate burden on the infrastructure of the latter,
- (v) any breaches of security and authentication measures,

(vi) any acts likely to prejudice the rights and financial, commercial or moral interests of Les Tropeziennes par Mr Belarbi or the users of his website, and more generally

(vii) any breach of these terms and conditions.

6.4 - It is strictly forbidden to monetize, sell or license all or part of the access to the Website, as well as the information hosted and/or shared on it.

7) USER'S RESPONSIBILITY

In case of a breach of any of the provisions of these general terms and conditions or, more generally, a breach of the laws and regulations in force by a User, Les Tropeziennes par M. Belarbi reserves the right to take any proper measure and to:

(a) suspend or stop the access to the Website of the User who has committed or taken part in the breach,

(b) remove any content posted on the website,

(c) publish on the website any information message that Les Tropeziennes par M. Belarbi deems useful,

(d) notify any relevant authority,

(e) start any legal action.

8) RESPONSIBILITY OF LES TROPEZIENNES PAR M. BELARBI

Les Tropeziennes par M. Belarbi will do its utmost to ensure that the website lestropeziennes.fr is always accessible. Les Tropeziennes par M. Belarbi cannot guarantee absolute availability and accessibility given the nature and complexity of the networks and communication tools in general (Internet, Bluetooth, etc.), but also due to poor configuration or use of the User's access terminal. The operation of all or part of the website may be temporarily interrupted, including in case of force majeure, scheduled or unscheduled maintenance, technical updates or improvements, emergency repairs to the website, to change its content and/or presentation, or

due to circumstances beyond the control of Les Tropeziennes par M. Belarbi. Les Tropeziennes par M. Belarbi undertakes to take all reasonable measures to limit such disruptions. In case of a planned interruption, this will be notified by a warning on the website's home page. Les Tropeziennes par M. Belarbi shall not be liable if Users are unable to connect to all or part of the Website due to disruption of telecommunications providers, network congestion or a failure in the User's installations and equipment, it being recalled that the User alone chooses the operator, the Internet access provider. Les Tropeziennes par M. Belarbi is in no way responsible for damages of any kind that may result from these changes and/or from temporary unavailability or closure of the website, from non-functioning, from inability to access, from suspension or interruption of the website, or from poor conditions of use of the website lestropeziennes.fr, for any reason whatsoever, and shall not be held responsible for direct or indirect damages of any kind resulting from these facts. Les Tropeziennes par M. Belarbi makes its best efforts, about the ultramodern and the applicable regulations, to secure the website and the data processing carried out through its use. Les Tropeziennes par M. Belarbi makes its best efforts to offer up-to-date and exact information. All elements on the website are provided to the User without any guarantee of any kind, whether implicit or explicit, concerning their integrity, accuracy, timeliness, availability, reliability, quality or completeness or their suitability for the use the User intends to make of them. Les Tropeziennes par M. Belarbi is always open to comments from the User concerning the elements present on the website, which may be sent following the process described in Article 13 "CUSTOMER SERVICE".

9) INTELLECTUAL PROPERTY

These GCU do not imply any transfer of any kind of intellectual property rights on any content included or accessible on and/or through the website, in particular all graphics, images, photos, drawings, maps, plans, logos, names, trademarks, texts and other documentation, including software, databases, and any other material belonging to Les Tropeziennes par M. Belarbi or to third parties.

The website is the exclusive property of DRESCO, the only company authorised to use and exploit the intellectual property rights and personality rights attached to its trademarks, domain names, designs and models, copyrights and image rights, on an original basis or by the effect of a transfer or an exploitation licence.

The use of all or part of the website, by reproduction, distribution, adaptation, modification, retransmission, extraction, publication or representation is strictly prohibited, except in cases where Les Tropeziennes par M. Belarbi has given its express written consent, and except in

certain cases of private use for non-commercial purposes, following the French Intellectual Property Code or any other applicable law.

In general, Les Tropeziennes par M. Belarbi grants the User a free, personal, non-exclusive and non-transferable right to access and use the website, subject to the User's prior acceptance of and compliance with these GCU. Any other right is expressly excluded, except with the prior written consent of Les Tropeziennes par M. Belarbi. In addition, the printing of these GCU is only authorised for strictly personal and private use. Use of the Website does not confer any ownership or operating rights on the Customer in respect of any brand and/or logo, distinctive sign, and/or elements protected by intellectual property rights belonging to Les Tropeziennes par M. Belarbi or to third parties. The Customer undertakes not to infringe the trademarks and/or logo, distinctive signs, and/or elements protected by intellectual property rights belonging to Les Tropeziennes par M. Belarbi or to third parties.

Any unauthorised use of the website or of any of the elements it holds or of all or part of its content is prohibited and will be considered as constituting an infringement sanctioned by the provisions of articles L.335-2 et seq. and articles L.713-1 et seq. of the Intellectual Property Code.

10) CUSTOMER REVIEWS

The content put online by the Customers (texts, comments, files, images, photos, videos, works, etc.), which may be subject to property rights, intellectual property rights, image rights or other private rights, shall remain the property of the Customer, subject to the limited rights granted by the licence defined below to Les Tropeziennes par M. Belarbi.

Clients are free to publish or not to publish on the Website via the "Notice" service and accept that these publications become public and freely accessible on the Internet. They acknowledge, undertake and guarantee that they have all the rights and authorisations necessary for such publication on the Website, about the legislation in force and the rights to privacy, property, intellectual property, image, contracts or of any other nature. By publishing such material on the Website, Customers are aware that they are responsible as publishers of the publication within the meaning of the law and grant Les Tropeziennes par M. Belarbi a non-exclusive licence to publish the material for the entire duration of the rights. Belarbi, a non-exclusive, free, worldwide license, including the rights to reproduce, represent, upload, perform, transmit, store, exploit, distribute and display the content, in whole or in part, of the publication, within the framework of any protection under intellectual property rights from which they may benefit, and to use the name and/or surname supplied with the publication for all purposes, in particular commercial

and advertising purposes, on all media, in particular the internet, emailing (paper and/or online), posters, signage, point of sale advertising, leaflets, advertisements, magazines, television and radio media and similar media, throughout the world for a period of 10 years

11) HYPERLINKS TO OTHER WEBSITES

The creation of hypertext links to the website may only be done with the prior written authorisation of Les Tropeziennes par M. Belarbi, which may be revoked at any time.

Les Tropeziennes par M. Belarbi declines all responsibility for the content of websites linked to the website.

The user may not set up a hypertext link to this website without the express prior authorisation of Les Tropeziennes par M. Belarbi.

Under no circumstances shall this authorisation be considered an implicit affiliation agreement. In any event, the hypertext links to the website must be removed at the first request of Les Tropeziennes par M. Belarbi.

12) PERSONAL DATA AND COOKIES MANAGEMENT

Les Tropeziennes par M. Belarbi has set up a Data Protection Policy to explain how your personal data is collected and processed. For any information concerning the protection of privacy and your personal data, Les Tropeziennes par M. Belarbi refers you to the "Personal Data Protection Policy" page that you will find at the bottom of each page of the lestropeziennes.fr website.

When the User browses the Website and/or places an Order, the latter is likely to deposit "cookies", quite plain text files, on the computer or other medium connected to the Website. Les Tropeziennes par M. Belarbi refers you to the "Cookie Management" page at the bottom of each page of the lestropeziennes.fr Website.

13) CUSTOMER SUPPORT

For any information or questions, Les Tropeziennes par M. Belarbi's Customer Service can be reached via the form [Contact us](#) on the website lestropeziennes.fr or by post to Les Tropeziennes par M. Belarbi DRESCO, 20 rue Jean-Baptiste Pigalle, 75009 PARIS.

14) COMPLETENESS AND NON-WAIVER

If one of the clauses of this contract is made invalid by a change in legislation or regulations or by a court decision, this shall in no way affect the validity of and compliance with these general conditions of use.

The fact that Les Tropeziennes par M. Belarbi does not exercise all or part of its rights with respect to a User, by virtue of these GCU, does not constitute a waiver of its later exercise.

15) DURATION

These terms and conditions apply for the entire duration of the online services offered by Les Tropeziennes par M. Belarbi.

16) APPLICABLE LAW AND JURISDICTION

These conditions are subject to French law. In case of a dispute, Les Tropeziennes par M. Belarbi and the Customer shall try to resolve it amicably.

Following the provisions of the Consumer Code concerning the amicable settlement of disputes, DRESCO adheres to the FEVAD (Fédération du e-commerce et de la vente à distance) E-commerce Mediation Service, whose contact details are as follows Médiateur de la consommation FEVAD - BP 20015 - 75362 PARIS CEDEX 8 - (which can be contacted through this link <http://www.mediateurfevad.fr>). After prior written request from consumers to Les Tropeziennes par M. Belarbi, the Mediator's Service may be contacted for any consumer dispute that has not been resolved.

The solution proposed by the Mediator is not binding on the parties, who remain free at any time to leave the Mediation process.

For orders placed on the website, you can also send any complaints on the European Commission's online dispute resolution platform: <http://ec.europa.eu/consumers/odr/>. The European Commission will transfer your complaint to the competent national mediators.

Any dispute that is not settled amicably will be brought before the competent court.