

GENERAL TERMS AND CONDITIONS OF SALE

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*The present General Terms and Conditions of Sale are current as of
September, 02 2022*

Article 1. Definitions

These General Terms and Conditions of Sale (hereinafter "**GTC**") are proposed by the company Sezame (hereinafter the "**Company**"), SAS with a capital of 1000 euros, registered in the Trade and Companies Register of Nice under the number 914716220, represented by Jean-Baptiste Pinthon, and whose head office is located at 10 RUE BLACAS, 06000 NICE.

Its e-mail address is contact@joinsezame.com.

The Company offers the Client (hereinafter the "**Client**") the possibility of (hereinafter the "**Services**").

Article 2. Application and enforceability of the GTC

The purpose of these GTC is to define all the conditions under which the Company markets the Services offered for sale. They therefore apply to any Purchase (hereinafter "**Purchase**") of Services made by the Client.

The Client declares that he/she has read and accepted these GTC before making the Purchase.

Payment of the Purchase therefore constitutes acceptance of these GTC. These are regularly updated, the applicable GTC are those in force at the place of sale on the date of the Purchase.

Any condition to the contrary imposed by the Client shall therefore, in the absence of express acceptance, be unenforceable against the Company, regardless of when it may have been brought to its attention.

The fact that the Company does not take advantage of any provision of these GTC at a given time cannot be interpreted as a waiver of the right to take advantage of any provision of these GTC at a later date.

Article 3. Prices and terms of payment of the order

The prices are mentioned on the place of sale in the description of the Services, in euros, excluding tax and including all taxes.

The total amount is indicated including all taxes before the Customer accepts these GTC and proceeds to the payment of his purchase. The Customer receives a receipt as proof of purchase. On request, an invoice can be provided.

The Purchase of Services is payable in Euros. Payment must be made in full at the checkout by the Client, by bank card, except where special conditions of sale are expressly accepted by the Client and the Company.

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In the event of payment by bank card, the Company uses the Stripe security system, a service provider specialising in payment security. This system guarantees the Client total confidentiality of his bank details. The bank card transaction between the Client and the secure system is therefore fully encrypted and protected. The Client's bank details are not stored electronically by the Company.

The Client guarantees the Company that he/she has the necessary authorisations to use the method of payment when making the Purchase.

The Company reserves the right to suspend or cancel any Purchase, regardless of its nature and level of execution, in the event of non-payment or partial payment of any sum owed by the Client to the Company, in the event of a payment incident, or in the event of fraud or attempted fraud relating to the payment of a Purchase. The Company remains the owner of the Product until the price of the Product is paid in full.

Article 4. Customer Service

For any request for information, clarification or complaint, the Client must first contact the Company's customer service department, in order to enable the latter to try to find a solution to the problem.

The Company's customer service is accessible from 9am to 8pm from Monday to Friday using the following contact details:

- **Email:** contact@joinsezame.com
- **Mail:** 10 RUE BLACAS, 06000 NICE

Article 5. Obligations of the client

The Client undertakes to respect the terms of these GTC.

The Client undertakes to use the Product and the services in accordance with the Company's instructions.

If, for any reason whatsoever, the Company considers that the Client is not complying with these GTC, the Company may at any time, and at its sole discretion, refuse the Client access to the place of Sale and take all measures, including civil and criminal legal action against the Client.

Article 6. Right of withdrawal

As the Sale does not take place at a distance, the customer shall not benefit from any right of withdrawal once the sale has been completed.

Article 7. Responsibility

The Company shall take all appropriate measures to ensure that the Client is provided with quality service(s) under optimum conditions. However, the Company shall not be held liable for any non-performance or poor performance of all or part of the services provided for in the contract, which is attributable either to the Client, or to the unforeseeable and insurmountable act of a third party outside the contract, or to a case

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of force majeure. More generally, if the Company's liability were to be incurred, it could not under any circumstances agree to compensate the Client for indirect damage or damage whose existence and/or quantum would not be established by evidence.

The Company shall not be held responsible for damages caused by misuse of any of its services or by failure to observe the precautions for use and conditions of hygiene, storage and safety when using any of its Products/Services.

It is expressly stipulated that the Company shall not be held liable in any way whatsoever if the Client's computer equipment or e-mail system rejects, for example as a result of anti-spam software, e-mails sent by the Company, including but not limited to the copy of the payment receipt, the Order summary or the shipment tracking e-mail.

The Client is fully aware of the provisions of this article and, in particular, of the aforementioned guarantees and limitations of liability, without which the Company would never have entered into a contract.

Article 8. Intellectual property and personal data

The name and logos, drawings and models, stylised letters, figurative marks and all the signs represented are the exclusive property of the Company.

Any use by the Client of the company names, trademarks and distinct signs belonging to the Company is strictly prohibited unless the Company has given its express prior consent.

In accordance with the provisions of Law No. 78-17 of 6 January 1978, as amended by Law No. 2004-801 of 6 August 2004, known as the "Informatique et Libertés" law, and the General Data Protection Regulation (RGPD), subject to proof of identity, all Clients, regardless of nationality, have the right to access, modify and delete their personal data. Each Customer is also entitled to request a limitation of the processing of his or her data and also has a right to data portability as well as a right to object to the processing of his or her personal data.

For the purposes of applying this clause and, in particular, to ensure the confidentiality of the processing of Client data, the Company has appointed, in accordance with the provisions of the General Data Protection Regulation (RGPD), a data protection officer, who may be contacted at the following address: contact@joinsezame.com

In any case, any Client has the right to make any complaint to the CNIL.

Article 9. Newsletter

By expressly agreeing to this, the Client accepts that the Company may send him/her, at a frequency and in a form determined by the Company, a newsletter which may contain information relating to its activity. The Client also agrees to receive commercial offers from the Company for Products/services similar to those purchased.

Customers will have the option of unsubscribing from the newsletter by clicking on the link provided for this purpose, present in each of the newsletters.

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Article 10. Opposition list to telephone canvassing

The Customer has the possibility of registering free of charge on a BLOCTEL telephone anti-solicitation list (www.bloctel.gouv.fr) in order to no longer be canvassed by telephone by a professional with whom he/she has no current contractual relationship, in accordance with the law n°2014-344 of 17 March 2014 relating to consumption.

Any consumer can register free of charge on this list on the website : <https://conso.bloctel.fr/index.php/inscription.php>.

Article 11. Applicable law and jurisdiction

These GTC are governed and interpreted in accordance with French law, without regard to the principles of conflict of laws.

In the event of a dispute arising from the interpretation and/or performance of these GTCs or in relation to these GTCs, the Client may decide to submit the dispute with the Company to a conventional mediation procedure or any other alternative dispute resolution method.

In accordance with the provisions of the French Consumer Code concerning the amicable settlement of disputes, the Company is a member of the CM2C e-commerce Mediation Service, whose contact details are as follows: 14 rue Saint Jean, 75017 Paris - <https://www.cm2c.net/>.

You can use the mediation service for consumer disputes related to an order placed on the Internet.

To find out how to contact the Mediator: <https://www.cm2c.net/comment-nous-saisir.php>

Finally, it is recalled that mediation is not compulsory but only proposed in order to resolve disputes by avoiding recourse to the courts

The Customer may also visit the European platform for the settlement of consumer disputes set up by the European Commission at the following address, which lists all the approved dispute settlement bodies in France: <https://webgate.ec.europa.eu/odr/>.

If this mediation procedure fails or if the Customer wishes to take the matter to court, the rules of the Code of Civil Procedure will apply.

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Appendix 1 WITHDRAWAL FORM

Company Sezame
10 RUE BLACAS, 06000 NICE
contact@joinsezame.com

I hereby notify you of my withdrawal from the contract for the sale of the Product(s)/Service(s) listed below:

Ordered on :

Received on :

Order number :

Customer's name :

Customer's address :

Date :

Customer's signature :