

Specific Terms of Use [Connection device].

Specific Terms of Use - Connection Device

Version of 23/01/2023

ANY CONNECTION MADE TO THE PLATFORM OR THE WEBSITE IMPLIES UNRESERVED ACCEPTANCE BY THE CLIENT OF THESE SPECIFIC TERMS OF USE (SPECIFIC GCUS).

Article 1. Purpose

These Specific Terms of Use relating to the connection device of the Platform or the Website (hereinafter "*the Specific Terms of Use*") concluded between, on the *one hand*, the company SAFI - SALONS FRANÇAIS ET INTERNATIONAUX, a limited liability company with a board of directors and a supervisory board with a capital of € 518,080, whose registered office is located at 6-8 rue Chaptal, 75009 Paris - RCS PARIS No. 388.424.129 - VAT No. FR50388424129, email: serviceclient@safisalons.fr, Tel: +33 (0)1 44 29 03 52 (hereinafter "**MAISON & OBJET**") and the Client registering on the Platform or on the Website *on the other hand* (hereinafter collectively referred to as "**the Parties**"), are intended to set out the contractual provisions relating to the respective rights and obligations of the Parties regarding the creation of an Account on the Platform or on the Website.

Article 2. Definitions

The terms mentioned below, have the following meaning in these Specific TOU:

- **"Account"**: means the interface hosted on the Platform or on the Website in which all the Data provided by the Client is grouped and which enables the Client to manage his Orders. Access to the Account is made via the Identifiers.
- **"Clients"**: means any person who guarantees to be a professional as defined by French law and jurisprudence, who accesses the Platform by registering and who can Order a Product from the Seller of their choice. In this respect, it is expressly stipulated that the Client is a natural or legal person, public or private, acting for commercial, industrial, craft, liberal or agricultural purposes.

- **"Data"**: means all types of information and/or data to which the Parties have access within the framework of their contractual relationship, regardless of the format or medium, whether Personal Data (defined below) or not (e.g. technical, professional, administrative, commercial, legal, accounting financial data, etc.).
- **"Identifiers"**: means the email address and password chosen by the Client when creating his Account.
- **"Order"**: means any purchase of Products made by a Client on the Platform or on the Website.
- **"Personal Data"**: means any Data that directly or indirectly identifies a natural person in accordance with Article 4 (1) of the GDPR.
- **"Parties"**: in the plural, means both MAISON & OBJET and the Client. In the singular, means MAISON & OBJET or the Client, indifferently.
- **"Platform"**: means the online platform accessible at the following address: <https://mom.maison-objet.com>.
- **"Product"** means any product that can be sold on the Platform or on the Website.
- **"Service"**: means the automatic connection service offered by MAISON & OBJET to the Clients and detailed in article 4 of these TOU.
- **"Specific Terms of Use" or "Specific TOU"**: means the present contractual terms and conditions made available on the homepage of the Platform or the Website governing the creation of an Account on the Platform or the Website and which any Client of the Platform or the Website must accept prior to registering on the Platform or the Website.
- **"Third Party Service"** means the online services offered to the Client and requiring that the Client has an account on their website.
- **"User"**: means any person who accesses and browses the Platform or the Website, either as a Client or as an ordinary Internet user.
- **"Website"**: means any website where the Client can benefit from the Service offered by MAISON & OBJET and order Products.

Article 3. Acceptance of the Specific TOU

Specific Terms of Use [Connection device].

The creation of an Account on the Platform or on the Website implies the acceptance of these Specific Terms of Use.

Thus, the User undertakes to read the Specific TOU carefully when registering on the Platform or on the Website and is invited to download, print and keep a copy.

It is specified that the present Specific TOU are available in the footer of the Platform or the Website by means of a hypertext link can thus be consulted at any time.

Article 4. Account creation

4.1. Creating an Account on the Platform or on the Website

Any User can access the Platform or the Website, consult the Products offered for sale and benefit from the functionalities of the Platform or the Website.

Nevertheless, to proceed with an order and benefit from the service offered by MAISON & OBJET, the User must have an Account.

The User is expressly informed that the description of the functionalities of the Platform or the Website and the steps to follow to become a Client are described in the following documents:

- Concerning the Platform: in the terms of use of the Platform available in the footer of the Platform;
- Concerning the Website: in the general terms of sale available in the footer of the Website.

4.2 Creating an account for Third Party Services

MAISON & OBJET offers a Service to the Client that allows him to easily and securely connect to Third Party Services with the Account created on the Platform or on the Website and to authorise these Third Party Services to access different sections of his Account. Thus :

- Either, the Client registers for the first time on the Platform of MAISON & OBJET: in this case, the Client can, if he wishes, easily and securely connect to a Website of a third party partner of

MAISON & OBJET with the Account initially created on the Platform;

- Or, the Client registers for the first time on a third party Website of MAISON & OBJET: in this case, the Client shall be able, if he wishes, to easily and securely connect to the Platform or to a third party Website of MAISON & OBJET with the Account initially created.

The Client is informed that the proper functioning of this Service requires the transfer of the Account Data to third party partners of MAISON & OBJET in order to allow the Client to automatically create an account and access its Third Party Services.

The Client is expressly informed that the Identifiers are not communicated until he/she has agreed to connect to the Third Party Services.

4.3 Management of Identifiers

The Client is solely responsible for the use of the Identifiers generated for the creation of the Account on the Platform or on the Website.

In the event that a Client discloses or uses his Identifiers in a manner contrary to their intended purpose MAISON & OBJET may then delete the Account from the Platform and the Websites without notice or compensation.

MAISON & OBJET will not be held responsible in case of usurpation of the identity of a Client. All access and actions will be presumed to be made by that Client, as MAISON & OBJET is not obliged and does not have the technical means to ensure the identity of the persons accessing the Account.

Any loss, misappropriation or unauthorised use of a Client's Identifiers and their consequences are the sole responsibility of the Client, who must notify MAISON & OBJET without delay by email to the following address: serviceclient@safisalons.fr

The Client agrees to create only one Account on the Platform or on the Website corresponding to his identity. MAISON & OBJET is not responsible for the harmful consequences that could result from the use of multiple Accounts for a single Client.

Specific Terms of Use [Connection device].

Article 5. Liability

MAISON & OBJET will not be held responsible in case of non-performance or poor performance of contractual obligations attributable to the Client, especially regarding the use of his Account and Data on the Platform or on the Website.

It is further specified that MAISON & OBJET does not control the Websites of third party partners that are not directly or indirectly linked to the Platform. Consequently, it excludes any responsibility for the information published there.

Article 6. Protection of Personal Data

During the registration of the Client on the Website or on the Platform and the performance of the Service, MAISON & OBJET may collect Personal Data from the Client.

This Personal Data is necessary for the performance of the Service.

The Personal Data are kept confidentially by MAISON & OBJET for the purposes of these Specific Terms of Use, their execution and in compliance with the law, for the duration of these Specific Terms of Use and then for an additional period of three (3) years from the end of the contractual relationship.

These Personal Data are intended for MAISON & OBJET and all service providers possibly associated with the execution of the Service.

In accordance with the regulations, MAISON & OBJET ensures the implementation of the rights of the persons concerned.

In this respect, the Client benefits in particular from the following rights:

- Rights of access, rectification, updating, portability and deletion of information concerning him/her, as well as a right to limit processing in accordance with Articles 49, 50, 51, 53 and 55 of the Data Protection Act and the provisions of Articles 15, 16, 17 and 18 of the RGPD;
- Right to object on legitimate grounds in accordance with the provisions of Article 56 of

the Data Protection Act and Article 21 of the RGPD;

- Right to define the fate of his data after his death, and choose to communicate or not to MAISON & OBJET, his data to a third party that has been previously designated. In case of death and without instructions from the Client, MAISON & OBJET will destroy the data, unless it is necessary for evidence purposes or to meet a legal obligation.

The Client may exercise his rights by sending an e-mail to exercervosdroits@safisalons.fr.

The Client may also lodge a complaint with the supervisory authorities and in particular with the CNIL (<https://www.cnil.fr/fr/plaintes>).

The entire policy related to the processing of personal data by MAISON & OBJET is detailed in the Platform Privacy Policy available here: <https://www.maison-objet.com/paris/mentions-legales>.

Article 7. Validity of the Specific TOU

If any of the provisions of the Specific TOU are declared null and void by virtue of a legislative or regulatory provision in force and/or a court decision having the force of res judicata, they shall be deemed unwritten but shall not affect the validity of the other provisions which shall remain fully applicable.

Such a modification or decision does not authorise Client to disregard these Specific TOU.

Article 8. Modification of the Specific TOU

These Specific TOU apply to any Client registering on the Platform or the Website in order to have an Account and to benefit from the Service.

The Specific TOU may be modified and updated by MAISON & OBJET at any time, in particular to adapt to legislative or regulatory changes.

Specific Terms of Use [Connection device].

The Specific TOU applicable are those in force at the time of navigation on the Platform or the Website.

JURISDICTION OF THE COURT OF APPEAL OF PARIS, TO WHICH JURISDICTION IS EXPRESSLY GRANTED

Article 9. General Provisions

In case of any discrepancy between the English language version and the French language version of this Contract, the latter must prevail.

The fact that one of the Parties has not demanded the application of any clause of these Specific TOU, whether permanently or temporarily, shall in no way be considered as a waiver of said clause.

In the event of any difficulty of interpretation between any of the headings at the beginning of the clauses and any of the clauses, the headings shall be declared non-existent.

Article 10. Jurisdiction and applicable law

THESE SPECIFIC TOU AND THE RELATIONSHIP BETWEEN THE CLIENT AND MAISON & OBJET ARE GOVERNED BY FRENCH LAW.

In case of a dispute between MAISON & OBJET and a Client regarding the interpretation, execution or termination of the present agreement, the Parties will try to settle it amicably.

IN THE ABSENCE OF AN AMICABLE AGREEMENT WITHIN ONE (1) MONTH FROM THE DATE OF REFERRAL BY ONE OF THE PARTIES, THE DISPUTE MAY BE SUBMITTED TO THE COMPETENT COURTS WITHIN THE