



**GENERAL TERMS AND
CONDITIONS OF USE OF THE
WEBSITE**
<https://msinternational.eu>

The Service Provider is in no way responsible for the commercial practices of other sites or companies to which the User may have access from the Website via hypertext links, logos, buttons, etc., located on the Website. It is the User's responsibility to refer to the general terms and conditions of said sites or companies before entering a contract with these services.

IV.2. Enforceability of the GTCU

The contractual documents binding on the Parties, to the exclusion of all other documents, prospectuses, catalogues or photographs, which are for information purposes only and which take precedence over any purchase conditions of the User, are as follows, in descending order of priority:

- These GTCU and their appendices,
- This includes, in particular, the Charter relating to the protection of personal data, which is subject to these GTCU and is available under the "privacy policy" tab.

The User declares that he has read these GTCU in their entirety and accepts the obligations to which he/she is bound.

These GTCU replace any previous agreement or contractual document between the Service Provider and the User.

The User may keep a copy by printing out these GTCU, which will also be always available at the following address: <https://msinternational.eu>.

IV.3. Modification of the GTCU

The Service Provider reserves the right to modify the GTCU as and when necessary, depending on the technical development of the Website and the Services offered, and on legislation, at its sole discretion.

Use of the Website and Services is always subject to the most recent version of the GTCU posted on the Website and accessible to the User at the time of such use.

It is the User's responsibility to consult the GTCU as often as necessary. In any event, the User will be notified by e-mail of any major changes at least thirty (30) days before they come into effect.

However, should the User wish to terminate this Contract following notification, he may do so at any time.

The Service Provider may also make changes and improvements to the editorial content at any time. All such changes and improvements shall benefit the User. All such guidelines or rules are deemed to be included by reference in the GTCU.

Date of publication of these GTCU: (DATE)

Date of update of the T&Cs: (DATE)

V. CONDITIONS OF USE AND TERMS OF THE WEBSITE ACCESS

The User is personally responsible for setting up

the IT and telecommunications resources required to access the Website.

In this respect, it is the User's responsibility to protect their technical equipment, in particular against any form of contamination by viruses and/or attempted intrusion, for which the Service Provider cannot be held responsible under any circumstances.

The User remains solely responsible for the installation, operation and maintenance of the technical equipment required to access the Website's Services.

Under no circumstances shall the Service Provider be held liable if the functionalities offered prove to be incompatible or malfunction with any of the User's software, configurations, operating systems or equipment.

In addition, the User is responsible for all telecommunications costs incurred during Internet access and for the duration of use of the Website.

Any use of the Website therefore implies that it is made by a natural person, in his/her own name, who has the capacity to enter into a contract, i.e. is at least eighteen (18) years old and/or has reached the legal majority in force in his/her country and is not protected within the meaning of article 488 of the French Civil Code, and, where applicable, has the capacity to enter into a contract as a legal representative.

The User undertakes to provide ³only accurate, current and complete information, the accuracy, sincerity and reliability of which he/she guarantees at all times, and to update said information in order to maintain its accuracy, relevance and completeness.

VI. SERVICE FEATURES

The User will have access to the Website in order to be able to, in particular:

- (i) Take note of the description of each service offered by the Service Provider in the following areas: creation of derivative products, outsourced purchasing service, product sourcing, etc;
- (ii) Contact the Service Provider *using* the contact form available on the Website, by entering your surname, first name, e-mail address and telephone number.

VII. OBLIGATIONS OF THE PARTIES

VII.1. General obligation to cooperate and provide information

Each Party undertakes to provide the other Party with all useful information and warnings about risks of any kind that may affect the Services.

Within the framework of the performance of these GTCU or an amendment, each Party undertakes to collaborate actively and regularly with the other Party, and any third party that may be designated by one of the Parties.

In this respect, the Parties will provide each other within a reasonable time with all documents or elements necessary for the performance of the GTCU which are requested in writing by one of the Parties or any designated third party.

Guarantees and obligations of the Service Provider

(a) Guarantees and general obligations under the Services

The Service Provider undertakes to implement the technical and human resources necessary to ensure the availability of the Services it provides. In this respect, the Service Provider is only bound by an obligation of means, limited to the scope of these GTCU.

In the event of difficulty, the User may inform the Service Provider by e-mail sent to the postal or e-mail address given in the preamble to these GTCU.

The Service Provider undertakes to take all reasonable care to limit the risks associated with a breach of the security of the Service (intrusions, hacking, viruses). Insofar as the Internet is an open network, and therefore susceptible to a certain number of risks, the Service Provider cannot guarantee unlimited access and availability of the Service. The User declares that he accepts these risks.

The Service Provider undertakes to implement the necessary measures and resources to preserve the integrity and availability of the Data posted on the Website.

However, the Service Provider reserves the right to suspend access to the Website if, in its opinion, an event likely to affect the operation or integrity of the Services so requires or in the event of force majeure as provided herein.

The suspension is valid for the time required for the planned intervention.

In the event of a scheduled intervention, the Service Provider undertakes to inform the User as soon as possible by any means at its convenience, as soon as they are aware of the dates of this intervention.

It is expressly agreed between the Parties that the Service Provider cannot be held liable for any suspension inherent in an intervention, whether scheduled or not, and shall not be entitled to any compensation.

(b) Guarantees and obligations of the User

The User undertakes to use the Services provided by the Service Provider in accordance with their intended purpose.

The User shall refrain from any action that could harm the image of the Website, the Service Provider and/or the distinctive signs belonging to it.

Where necessary, the User acknowledges that the right to use the Services is personal. The User

undertakes to make normal use of the Services and to show courtesy in exchanges by telephone and by any other means.

In any event, the Service Provider reserves the right to monitor the User's compliance with the GTCU at any time and to terminate authorization to use the Services offered in the event of non-compliance with any of the stipulations of these GTCU.

VIII. RESPONSIBILITY OF THE PARTIES

VIII.1. The Service Provider's liability

The Service Provider shall be liable, on a best endeavors basis, for any breach of its obligations hereunder.

The Service Provider, in its capacity as Technical Service Provider within the meaning of the French Law for Confidence in the Digital Economy of 21 June 2004 (LCEN), in particular in its capacity as Host of the Data appearing on the Website and provided by the User, may only be held liable on the basis of Article 6-1-5 of said Law.

The Service Provider may not be held liable in the event of use of the Services that does not comply with the provisions of these GTCU or in the event of errors, failures or delays originating in a fault or failure on the part of the User.

In any event, the Service Provider shall in no event be liable for any indirect and/or related damages, such as, but not limited to, business interruption and other commercial, image or moral damages, arising out of or as a result of this Agreement.

In order to avoid any late claim, and in particular to enable the Service Provider to preserve evidence, the User must notify the Service Provider that he intends to invoke his liability.

This notification must, under penalty of foreclosure, indicate precisely the errors, failures or delays observed and must be sent at the latest within fifteen (15) days following the occurrence of the event likely to engage the liability of the Service Provider.

The Service Provider shall not be liable for any action or recourse by third parties as provided for herein.

VIII.2. User's liability

The User shall be liable in the event of any breach of the obligations incumbent upon him/her pursuant to these terms and conditions.

Users are responsible for complying with the applicable regulations relating to the Data they place online on the Website.

The User undertakes to indemnify the Service Provider in the event of any request, claim or order for damages made against the Service Provider because of non-compliance with these stipulations.

The User indemnifies the Service Provider against

any claim, demand, or demand by third parties alleging infringement of their rights as a result of the User's use of the Services or as a result of measures taken by the Service Provider to put an end to the infringement of the rights of third parties alleged by the victim.

IX. INTELLECTUAL PROPERTY

It is expressly agreed between the Parties that all the Services provided by the Website remain the property of the Service Provider.

The Service Provider is the owner of the Intellectual Property Rights relating to the Website, including all of its Content.

These GTCU do not transfer any ownership to the User, who is prohibited from infringing them in any way whatsoever.

The User only benefits from a simple license to use the Services, on a non-exclusive, personal, and non-transferable basis, throughout the world, and for the entire duration of their use when visiting the Website.

Consequently, the User may not, at any time, distribute, license, or exploit in any way whatsoever the Services, the brand, the Content and/or Data and any elements attached thereto.

Violation of the terms hereof may, at the Service Provider's discretion, result in termination of the Agreement and/or the Service Provider's refusal of any further use by the User, without prejudice to the Service Provider's right to take legal action against the User for infringement of its intellectual property rights.

The Service Provider is also the producer and owner of all or part of the databases, their structure and their Content, which make up the Website, subject to the rights held by its partners, each as far as it is concerned.

By accessing the Website, the User acknowledges that the databases of which it may be composed are legally protected and that, in any event, whether or not such protection is recognized by intellectual property law, the User is prohibited from extracting, reusing, storing, reproducing, representing or retaining, directly or indirectly, on any medium whatsoever, by any means and in any form whatsoever, all or any qualitatively or quantitatively substantial part of the content of the databases appearing on the Website to which they have access, as well as extracting or repeatedly and systematically re-using qualitatively and quantitatively insubstantial parts, when these operations manifestly exceed the conditions of normal use.

X. FORCE MAJEUR

Cases of force majeure suspend the obligations of the Parties. The following are expressly considered to be cases of force majeure: those usually accepted by the case law of French courts and tribunals, total or partial strikes, lock-outs, riots, civil unrest, insurrection, war, bad weather,

epidemics, pandemics (e.g. COVID-19) means of transport or supply blockage for any reason whatsoever, earthquake, fire, storm, flood, water damage, governmental or legal restrictions, legal or regulatory changes to forms of commercialization, computer breakdown or failure of the electrical network or the Server, electronic communications blockage, including wired or wireless telecommunications networks, any challenge to the mathematical foundations governing the theory of cryptographic algorithms used for public key infrastructures and any other event beyond the control of the Service Provider, preventing the normal performance of this Contract.

In addition, the Parties agree that force majeure is defined as any event beyond the control of the Service Provider against which it could not reasonably have protected itself and the consequences of which it could not have mitigated other than by incurring expenses out of proportion to the remuneration it receives.

XI. PERSONAL DATA

The processing and collection of Personal Data and its distribution to third parties responsible for providing the Services is subject to the consent of the person concerned.

Full information on the collection and processing of personal data, the Service Provider's obligations and the User's rights are set out in a separate document entitled "**Privacy Policy**", which is available under the "**Privacy Policy**" ~~tab~~ and which the User may consult at any time.

XII. INSURANCE

The Service Provider declares that it has taken out professional indemnity insurance with a reputable and solvent insurance company for all bodily injury, property damage and consequential loss caused to the User or a third party in the performance of these terms and conditions.

XIII. GENERAL STIPULATIONS

XIII.1. Disclaimer

Any tolerance or waiver on the part of one of the Parties in the application of all or part of the undertakings or obligations set out in these GTCU, regardless of the date, frequency or duration thereof, shall not, in the absence of a written agreement to this effect, be deemed to constitute a modification of the GTCU, or to generate or impede any right whatsoever.

XIII.2. Permanence of the GTCU

The invalidity of any clause herein shall not affect the validity of the other clauses, and these GTCU shall continue in the absence of the invalidated clause unless the invalidated clause renders the continuation of the GTCU impossible or unbalanced in relation to the original agreements.

XIII.3. Clauses title

The headings at the beginning of each article are for ease of reference only and may under no circumstances be used as a pretext for any

interpretation or distortion of the clauses to which they refer. In the event of difficulty of interpretation or contradiction between the content of a clause and its title, the latter shall be deemed unwritten.

XIII.4. Entire agreement of the Parties

The Parties acknowledge that these GTCU and any amendments thereto constitute the entire agreement between them with regard to the fulfilment of the purpose of these GTCU and supersede all prior agreements and proposals with the same purpose, regardless of the form thereof.

XIII.5. Evidence agreement

Pursuant to the provisions of Article 1366 of the French Civil Code, the information provided by the Service Provider is deemed authentic between the Parties.

In accordance with Article 1368 of the French Civil Code, the Service Provider and the User intend to lay down, within the framework of this Contract, the rules relating to the evidence admissible between them in the event of a dispute and to its evidential value. The following provisions thus constitute the evidence agreement between the Parties, who undertake to comply with this Article. The Service Provider and the User undertake to accept that in the event of a dispute, e-mail addresses, e-mails exchanged and SMS messages are admissible in court and will constitute proof of the data and facts contained therein so as to be deemed authentic by priority unless the other Party provides written proof to the contrary.

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The Service Provider and the User agree that, in the event of a dispute, the Data resulting from any computer record made by the Service Provider shall constitute proof of acceptance by electronic means:

- These GTCU,
- All offers and Services,
- The materiality of the services used by the User by means of remote services, i.e., Internet, telephone, SMS and mail.

The Service Provider and the User agree that, in the event of a dispute, the scope of these documents and information is that of an original in the sense of a written paper document, signed by hand.

XIII.6. Applicable Law - Competent court

THESE TERMS AND CONDITIONS ARE GOVERNED BY FRENCH LAW.

Both the Service Provider and the User agree to submit any disputes arising from their commercial relationship to the jurisdiction of the French courts.

In the event of any dispute or litigation relating to the formation, validity, interpretation, performance or termination of these GTCU, an amicable solution will first be considered before any legal action is taken.