

# Legal information and General Terms and Conditions of Use

## Legal information

The Site is published by : RECOMMERCE SOLUTIONS SA with a Management Board and Supervisory Board and share capital of 328,295.10 euros, having its registered office at 54 avenue Lénine 94250 Gentilly, registered in the CRETEIL Trade and Companies Register under number 513 969 402 and represented by its current legal representative, the Chairman of the Management Board, Pierre-Etienne ROINAT.

The publication director is Pierre-Etienne ROINAT.

The company can be contacted by e-mail at the following address: support-tradein+uk@recommerce.com.

The Site is hosted by : Amazon Web Services LLC P.O Box 81226 Seattle, WA 98108-1226  
<https://aws.amazon.com>

contact : <https://aws.amazon.com/fr/contact-us/>

## Definitions

The capitalized terms and expressions used in the General Terms and Conditions of Use have the meanings indicated below:

- **"GTCU"**: refers to these general terms and conditions of use;
- **"Content"**: refers to all the information made available to Users by RECOMMERCE SOLUTIONS ;
- **"Identifiant"**: covers the information required to identify a User on the Site in order to access the Service;
- **"Hypertext Link"**: refers to the referencing system materialised by a word, an icon or a logo that enables a mouse click to move from one document to another on the Site or from one page of a website to the page of another website.
- **"RECOMMERCE"**: refers to the company RECOMMERCE SOLUTIONS, a public limited company registered with the Registre du Commerce et des Sociétés under number 513 969 402 R.C.S. Créteil, having its registered office at 54, Avenue Lénine, 94250, Gentilly, France.
- **"Services"**: refers to all the services offered by RECOMMERCE SOLUTIONS to Users via the Site;
- **"Site"**: refers to the Internet site made available to the User.
- **"User"**: refers to the private individual using the Services offered by RECOMMERCE SOLUTIONS.

## Object

The purpose of the GTCU is to define the terms and conditions under which Recommerce makes the Site available to Users and the conditions under which Users access the Site and use the Services offered by the Site.

Any connection and/or access to the Site implies the User's full and unconditional acceptance of and compliance with all the terms of the GTCU.

The User acknowledges that he/she has read all of the Terms and Conditions and accepts them unreservedly. They also acknowledge that they have the capacity to enter into contracts.

The GTCU shall prevail over any other conditions appearing in any other document, unless expressly waived in writing. If the User does not wish to accept all or part of the GTCU, he/she is asked to refrain from using the Service.

### **Access to the service**

The Service is accessible free of charge to any User with Internet access. All costs relating to access to the Service, whether hardware, software or Internet access costs, are the sole responsibility of the User. The User is solely responsible for the proper functioning of his/her IT equipment (such as, but not limited to: computers, telephone, tablet, software, telecommunications resources, etc.) and Internet access.

The User declares that he accepts the characteristics and limits of the Site, and in particular acknowledges that :

- the Site is accessible "as is" and subject to availability;
- he is responsible for the use made of the Content present on the Site and, consequently, Recommerce cannot be held responsible for any direct or indirect damage arising from the use of the Site or this Content;
- he is aware of the nature of the Internet connection, in particular its technical performance and response times for consulting, querying or transferring data;
- the communication of its Identifier and of any information deemed confidential is made under its own responsibility.

Recommerce reserves the right to refuse access to the Service, unilaterally and without prior notification, to any User who does not comply with these GTCU or other General Conditions present on the Site.

Recommerce cannot be held responsible for any malfunction of the network or servers or any other event beyond reasonable control, which would prevent or degrade access to the Service.

Recommerce reserves the right at any time to interrupt, temporarily suspend or modify access to all or part of the Service and the Site, in order to ensure maintenance, or for any other reason, without the interruption giving rise to any obligation or compensation for the User. The User acknowledges and accepts that Recommerce is not responsible for interruptions, and for the consequences which may result for the User or any third party.

If any one of the provisions of the GTCU is declared null and void or without object with regard to a legislative or regulatory provision in force and/or a court decision having the force of res judicata, it will be deemed unwritten and will not entail the nullity of the other provisions.

## **Hypertext links**

The Site may contain Hypertext links to other websites managed by third parties. Links to these other resources will cause the User to leave the Site. Insofar as no control is exercised over these external resources, the User acknowledges that Recommerce assumes no responsibility relative to the availability of these resources and cannot be held responsible for their content.

## **Intellectual property**

The general structure of the Site, as well as the content present on the Site (texts, graphics, images, sounds and videos) are subject to property rights and protected under intellectual property law. Recommerce or its partners are the owners of this Content and the associated rights.

The GTCU do not transfer any intellectual property rights to the User in respect of the structure and/or Content of the Site.

Any representation and/or reproduction and/or partial or total exploitation of the Content and Services offered by the Site, by any process whatsoever, without the prior written authorization of Recommerce and its partners is strictly prohibited and may constitute an infringement of copyright.

In addition, the User undertakes not to use the Content in such a way as to infringe the rights of Recommerce or its partners and to ensure that such use does not constitute counterfeiting or unfair or parasitic competition of the Content or a violation of the rights of third parties.

The trademarks on the Site are registered trademarks of Recommerce or its partners. Any representation and/or reproduction and/or partial or total use of these trademarks, of any nature whatsoever, is prohibited.

## **Protection of personal data**

In accordance with the legislation in force, the User may read the personal data protection and cookie management policy implemented by Recommerce on the tab reserved for this purpose on the Site (or at the following link: [Personal data management policy](#)).

## **Applicable law**

Both the Site and the terms and conditions of its use, as well as its content, are governed by French law, to the exclusion of any conflict of law rule, regardless of the place of use. In the event of any dispute, and after all attempts to find an amicable solution have failed within a reasonable time, the French courts within the jurisdiction of the Paris Court of Appeal shall have sole jurisdiction to hear the dispute.