General Terms of Use - Vente-unique Marketplace

Preamble

The company **Vente-Unique.com**, a joint-stock company (*societe anonyme*) with a share capital of 97.800,29 euros, registered with the Bobigny Trade and Companies Register under number 484 922 778, having its registered office located at 9/11 Rue Jacquard, 93310 Le Pre-Saint-Gervais, France (hereinafter the "Operator"), publishes and operates a marketplace accessible at the following address: http://www.vente-unique.co.uk/ (hereinafter the "Marketplace").

Through the Marketplace, Vente-Unique.com offers a service connecting professional sellers (hereinafter the "Sellers") and customers located in the United Kingdom (hereinafter the "Buyers") for the online sale of new products from categories referenced on the website www.vente-unique.co.uk (hereinafter the "Products").

The use of the Marketplace implies the acceptance, without restriction or reservation, by the User of these general terms of use (hereinafter "GTU"). These aim to describe the conditions under which any User of the Marketplace may browse the Marketplace and, where applicable, place an Order.

Article 1. Definitions

Within the framework of these GTU, the terms and expressions listed below, where their first letter appears in capital letters, shall have the meanings attributed hereafter. These terms shall have the same meaning whether in the singular or the plural.

"Buyer": means any natural or legal person placing an Order for a Product from the Seller through the Marketplace. The Buyer may be a:

- **"Consumer Buyer"**: means any person who warrants having the status of a consumer as defined by law and jurisprudence. In this respect, it is expressly provided that the Buyer is a natural person acting for purposes which do not fall within the scope of their commercial, industrial, artisanal, professional, or agricultural activity.
- **"Professional Buyer"**: means any person who warrants having the status of a professional as defined by law and jurisprudence. In this respect, it is expressly provided that the Buyer is a natural or legal person, public or private, acting for purposes falling within the scope of their commercial, industrial, artisanal, professional, or agricultural activity.

"Order": means the act of purchase carried out by a Buyer of a Product sold on the Marketplace by a Seller.

"Account": means the interface accessible by the Buyer or the Seller by means of Credentials allowing them to access their personal information and to manage and track Orders.

"General Terms of Use" or "GTU": means these contractual conditions made available in a dedicated tab of the Marketplace governing the use thereof and which every User of the Marketplace must accept upon their registration on the Marketplace, whether they are a Seller or a Buyer.

"General Terms of Sale" or "GTS": means the Seller's own terms of sale governing the Order.

"Content": means all information, texts, logos, trademarks, animations, designs and models, photographs, images, data and generally all elements and content of the User published on the Marketplace according to the methods, form, and conditions proposed to them within the framework of the Services.

"Personal Data": means any information relating to a directly or indirectly identified or identifiable natural person (such as surname, first name, telephone number, email or postal address).

"Operator": means Vente-Unique.com, a joint-stock company (*societe anonyme*) with a share capital of 97.800,29 euros, registered with the Bobigny Trade and Companies Register under number 484 922 778, whose registered office is located at 9/11 Rue Jacquard, 93310 Le Pre-Saint-Gervais, France.

"Product Sheet": means the page presenting the characteristics, essential information, and photographs attached to a Product as well as the terms of sale applied by the Seller for that Product.

"Credentials": means the identifier or email address and the password allowing the Seller and the Buyer to access their Account.

"Marketplace": means the VENTE-UNIQUE marketplace accessible on the website www.vente-unique.co.uk.

"Parties": in the plural, means the Operator and the User together. In the singular, means only one of the two Parties.

"Prestation" [Provision of Service]: means all the services offered by the Operator to Users through the Marketplace.

"Product": means any authorised new product referenced on the Marketplace by a Seller.

"Service(s)": means any service offered by the Seller in connection with the sale of a Product (such as delivery, assembly, take-back).

"User": means the generic term designating any person browsing the Marketplace, whether they are a Seller, a Buyer, or a simple internet user.

"Seller": means any professional seller whose Products are referenced on the Marketplace. The Seller warrants having the status of a professional as defined by law and jurisprudence. In this respect, it is expressly provided that the Seller is a natural or legal person, public or private, acting for purposes falling within the scope of their commercial, industrial, artisanal, professional, or agricultural activity.

Article 2. Role of the Operator

2.1. Nature of the Operator's Intervention

The Operator offers a Service connecting professional Sellers and Buyers for the online sale of new products in the following categories: Furniture, Sofa, Bedding, Bathroom/SPA, Garden, DIY, Decoration, Sport leisure luggage, Accessories (hereinafter the "Products").

It is recalled that the company Vente-Unique.com, as an online Marketplace operator, acts solely as a host for the Product Sheets of third-party Sellers and as a technical intermediary enabling the connection between a Seller and a Buyer.

The Operator shall in no case be considered as a reseller of the Products referenced by the Sellers. Any sale made through the Marketplace is governed by the general terms of sale specific to each Seller, Vente-Unique.com at no time being a party to this sales contract.

Indications regarding prices and Product descriptions, as well as the Product Sheets, are determined by the Sellers.

The Operator is remunerated by a commission deducted immediately after the sale of the Products purchased by the Buyers from the Sellers and a subscription paid by the latter.

These GTU do not in any way confer upon the Users the status of employee, proxy, agent, or representative of the Operator.

2.2. General Obligation of Pre-Contractual Information: Loyalty, Clarity, and Transparency

a) General Provisions

As a Marketplace operator, VENTE-UNIQUE acts in a neutral, clear, and transparent manner. The Operator maintains no capital link or any legal dependency with any of the Sellers referenced on the Marketplace that would influence the ranking or the indexing of the Product Sheets.

In any event, the Product Sheets presented to Users on the Marketplace are indexed according to the terms detailed in Article 5.1. "Services accessible to any User".

b) Financial Transparency

As a Marketplace Operator, VENTE-UNIQUE ensures transparency regarding the tax obligations incumbent upon Users carrying out transactions through its intermediary.

When the activities of the Users fall within the scope of the reporting obligations provided for by the regulations applicable in the United Kingdom, notably the digital platform reporting obligations, VENTE-UNIQUE is required to:

- collect the required information relating to the Users concerned (notably identification data, tax information, and data relating to transactions);
- verify, to the extent required by the applicable regulations, the consistency of this information;
- transmit this information to the competent tax administration, notably HM Revenue & Customs (HMRC), according to the procedures provided for by law.

In order to enable VENTE-UNIQUE to comply with its obligations, the Users undertake to provide accurate, complete, and up-to-date information. Failing this, and in accordance with the applicable regulations, VENTE-UNIQUE reserves the right to suspend or close the User's account, after prior notification where required.

2. Information for Users on Declared Data

The Users concerned are informed of the information transmitted to the tax authorities, in accordance with the legal requirements applicable in the United Kingdom. Where applicable, a copy of the declared information may be provided to the Users under the conditions provided for by the applicable regulations.

3. Automatic Exchange of Information

The information collected and declared may be transmitted to HM Revenue & Customs (HMRC) and, where applicable, exchanged with other competent tax authorities, including those of other jurisdictions, within the framework of the automatic exchange of information mechanisms provided for by the applicable international agreements and the regulations in force.

Article 3. Accessibility

By using the Marketplace, the User acknowledges having the necessary means and skills for the use of the functionalities offered on the Marketplace.

The equipment necessary for access to and use of the Marketplace shall be borne by the User, as well as any telecommunications costs induced by their use.

The User agrees to comply with the technical specifications relating to the submission or insertion of Content on the Marketplace, notably any limit on weight, size, dimension, character, formatting or other relating to the Content they intend to submit on the Marketplace for any reason whatsoever.

In any event, it is specified to Users registered on the Marketplace that no minimum level of quality of service is offered on the Marketplace.

The Marketplace is accessible by means of any computer, tablet or smartphone connected to the Internet.

The Marketplace is accessible 24/7 except in cases of force majeure or events beyond the control of the Operator. The Operator reserves the right to interrupt access to the Marketplace or to suspend all or part of the Services for maintenance reasons, for the improvement and installation of new functionalities, for auditing the proper functioning or in the event of malfunction or threat of malfunction.

The Operator shall not be held liable for disturbances, interruptions and anomalies which are not of its doing and which might affect, for example, transmissions via the Internet network and more generally via the communication network, regardless of their importance and duration.

All computer hardware, software solutions, internet connection, and subscriptions necessary for access to and use of the Marketplace are at the exclusive expense of the User.

Article 4. Procedures for Access to Services and Registration

It is not necessary to have an account to be able to browse the Marketplace and consult the

Product Sheets online. Nevertheless, any act of purchase or sale requires the creation of an Account under the conditions described below.

4.1. Creation of a Seller Account

The creation of a Seller Account presupposes, on the one hand, that the candidate seller has sent a listing request to Vente-Unique.com accompanied by all documents and information necessary and useful for the examination of its request; and on the other hand, that Vente-Unique.com has accepted the listing request of the candidate seller.

The Account allows any Seller to:

- Reference eligible products on the Marketplace;
- Upload any Content relating to the Products (photos, descriptions) and related services;
- Manage Orders (acceptance, cancellation, monitoring, tracking);
- Communicate with Buyers.

4.2. Creation of a Buyer Account

Any User may create an Account free of charge allowing them to benefit from the functionalities specified below.

The creation of an Account requires providing Credentials formalised by a personal email address and defining a password. The password must comply with the required security criteria.

The User will also be invited to provide their surname and first name and to accept these GTU in order to finalise the creation of their Account.

The User undertakes to create only one customer Account and warrants the authenticity and veracity of the information they communicate. Any breach of this obligation may result in the suspension and/or deletion of the Account, without notice, and without entitlement to any compensation whatsoever. The Operator reserves the right to verify or have verified all or part of the information communicated.

The Account allows any User to:

- Place an Order for Products referenced on the Marketplace;
- Access Order tracking, purchase history, and invoices;
- Access and modify personal information provided during the creation of the customer Account or the placement of an Order;
- Download Product manuals;
- Contact the Seller's customer service;
- Manage their loyalty programme and referrals;
- Manage their subscriptions;
- Access their wishlist;
- Find the last products consulted.

4.3. Access to the Account

Any subsequent access to the Account shall be made via the "Login" section by means of the Credentials chosen during the creation of the Account.

In the event of forgetting their password, the User may define a new one by clicking on

"Forgotten password?" using the procedure indicated by the Operator.

4.4. Management of Credentials

Outside of situations where the Operator has failed in its obligation of security of personal data, the User is solely responsible for the use of their Credentials or actions taken through their Account.

In the event that a User discloses or uses their Credentials in a manner contrary to their purpose, the Operator may then delete the Account without notice or compensation.

Any access and action carried out from a User's Account shall be presumed to be carried out by that User, insofar as the Operator is not under an obligation and does not have the technical means allowing it to ensure the identity of persons having access to the Marketplace from an Account, except in cases where the Operator has failed in its security obligation and/or the User has been the victim of fraud committed by a third party.

Any loss, misappropriation, or unauthorised use of a User's Credentials and their consequences fall under the sole responsibility of the User, the latter being required to notify the Operator thereof without delay.

4.5. De-registration

The User may at any time close their Account by sending an email to the following addresses, provided that they have no Order in progress.

- For the Buyer: dpo@vente-unique.com
- For the Seller: service-marketplace@vente-unique.com

The Operator shall proceed as soon as possible with the closure of the Account and shall send the User an email confirming the closure of their Account and the definitive deletion of all their elements on the Marketplace (personal data, access to newsletters, etc.).

It is specified to the User that as long as they have not proceeded with the de-registration of their Account, they may continue to benefit from the Services.

Article 5. Services

The main Service offered by the Operator consists of the direct connection of Sellers with Buyers for the sale of one or more Products.

5.1. Services Accessible to Any User (Recommendation System)

Any User may perform searches for Products on the Marketplace. The first result displayed will necessarily be a product sold by Vente-Unique.com.

a) Search by Category and Sub-Category

The User may access the various Product categories, namely: Sofa / Armchair; Dining room / Living room Kitchen; Bedroom bedding / Office; Bathroom / Spa Sauna; Garden, Leisure / DIY; Decoration; Etc.

By clicking on the category and sub-category of their choice, the User may access all the corresponding Products marketed through the Marketplace.

b) Search by Search Engine

The User may use the search engine to search for a specific Product. In this case, the results corresponding to their search will be presented by default to the User according to a relevance criterion determined as follows: Products presenting in their title, their description, their Product Sheet, the most links with the keywords used by the User are displayed as a priority.

c) Search by Filter

During any search for Products on the Marketplace, the User may refine their queries according to the filters offered in the sort section and notably by: Increasing price; Colour; Length; Width; Material; Etc.

The results displayed are based on the following parameters, listed in decreasing order of importance:

- Concordance of the results with the search keywords possibly entered and the chosen filters;
- Commercial performance of the Products (number of sales achieved per Product and turnover achieved etc.);
- Availability of the Product at the time of the User's connection;
- Delivery time of the products;
- Price of the Product (Current promotions or not);
- Product novelty criterion.

The User may modify the order of the results displayed by choosing to display the new arrivals first or to rank the results from the cheapest Product to the most expensive Product.

5.2. Services Accessible to Any User Registered as a Buyer

By creating an Account in accordance with Article 4 of these GTU, any User who has become a Buyer may access the following functionalities:

a) Choice of Products

The Buyer is invited to consult the Product Sheets containing notably the description and essential characteristics of each Product, the photographs of said Product as well as the available delivery methods.

The choice and purchase of Products by the Buyer are under their responsibility. The Products presented on the Marketplace are offered within the limits of the available stocks of each Seller. Any Order of Products will be governed by the GTS of the Seller.

b) Price of the Products

The prices indicated on the Marketplace are expressed in the currency applicable in the United Kingdom, and are understood to be all taxes included (TTC), including where applicable any applicable tax or contribution.

The delivery costs or those of any other service requested by the Consumer Buyer are added to the price of the Product. They are clearly indicated to the Consumer Buyer before the validation of their Order.

The Seller may modify the prices displayed on its Product Sheets at any time, it being

understood that the Product ordered by a Consumer Buyer will be invoiced on the basis of the rates in force at the time of the validation of the Order.

The promotional offers indicated on the Marketplace are valid only during their period of validity as indicated on the Product Sheet or any corresponding page. The Seller is solely responsible for the definition and implementation of its promotional policy, in compliance with the applicable regulations.

The Seller undertakes that any displayed price shall be clear, accurate, and not misleading, and not to resort to unfair or misleading commercial practices, notably regarding price reductions or promotional displays.

c) Order Process

The Buyer who wishes to place an Order must select the Product and click on the "Add to cart" button to build a cart.

The Buyer must check the content of their cart and may, where applicable, confirm the delivery costs according to the Product ordered and the delivery address, and/or enter an advantage code allowing them to benefit from a current offer.

Prior to the definitive validation of their Order, the Buyer has the possibility to make modifications to it if they find that an error has appeared in the entry of the data.

The Buyer must ensure that each Product ordered can be delivered to the address indicated under normal conditions, that is to say without difficulties. The Buyer is required to specify during their Order any difficulties that could be encountered during delivery and to check that the dimensions of the packages and the Products specified on the Product Sheet adapt to the constraints specific to the place of delivery (lifts, stairs, corridors, landing doors, room of destination, etc.). They will thus take all useful measures for the proper progress of the delivery.

The Buyer must review and accept these GTU before validating their Order and proceeding to payment.

Following the validation of their Order, the Buyer will receive an email confirmation of the consideration of their Order.

The Seller may refuse to perform a delivery or to honour an Order if the Buyer has not paid, in total or in part, a previous Order or in the hypothesis in which a payment dispute exists.

d) Payment of the Order

The payment of the Order is made at the choice of the Buyer according to the payment methods available on the cart page.

The Seller and/or the Operator reserves the right to ask the Buyer to justify their identity, their place of residence, and the payment method used. In the absence of receipt of said supporting documents, the Seller reserves the right to cancel any Order.

e) Delivery

Products referenced on the Marketplace can only be delivered in the United Kingdom.

The Buyer is invited to refer to the sheet of each Product in order to know the delivery methods

offered by the Seller and the applicable delivery times.

The Buyer will be notified of the shipment of their Order and will receive a link allowing them to track the delivery of the same.

It is specified that, in the context of an Order comprising several Products, the Seller will be entitled to ship the Order in several instalments, provided that this does not generate any additional costs for the Buyer.

f) Right of Withdrawal

The Consumer Buyer has, in accordance with applicable law, a withdrawal period of fourteen (14) clear days to exercise their right of withdrawal with the Seller from the date of receipt of the Product or the collection of the Product (by them or by a third party, other than the carrier, designated by them).

If the Order relates to several Products delivered separately or "in the case of an order for a good composed of lots or multiple pieces whose delivery is staggered over a defined period, the withdrawal period runs from the receipt of the last product or lot or the last piece".

The Consumer Buyer who exercises their right of withdrawal will obtain the refund of the price of the Product paid and standard delivery costs. Unless a more favourable mention is indicated in the Seller's GTS, the additional costs of delivery of the Product, if the Consumer Buyer has chosen a delivery method more expensive than the standard delivery method usually offered by the Seller, will remain at the expense of the Consumer Buyer.

When the right of withdrawal is exercised, the Consumer Buyer will be refunded without undue delay and at the latest within fourteen (14) days following the date on which the Seller had knowledge of the exercise of this right by the Consumer Buyer. The refund may however be deferred until the receipt of the Product by the Seller or until the Consumer Buyer has provided proof of the shipment of the Product. If the Product has been the subject of handling other than that necessary to establish its nature, its characteristics, and its proper functioning, the liability of the Consumer Buyer may be engaged by the Seller.

The Consumer Buyer must consult the procedures for exercising the right of withdrawal and return of Products specified in the Seller's General Terms of Sale and comply with them.

g) Customer Service

For any request or claim, the Buyer must address the Seller directly, through their Account, as the Seller is the only one authorised to respond. In no case may the Operator be considered the Seller of the Products or be directly made the recipient of the requests and/or claims of the Buyer, except in cases where it acts in the capacity of Seller of its own Products.

The Operator declines all responsibility with regard to the Seller's Products and the services offered by the same (delivery, installation, assembly, etc.).

Any request for information or claim addressed by a Consumer Buyer or a prospect to the Operator concerning the Products and Services marketed by a Seller will be automatically redirected to the latter.

Article 6. Online Reviews

The Operator offers Buyers the possibility to publish "online reviews" on the Marketplace

concerning their purchasing experience (hereinafter the "Reviews").

In order to express a constructive Review beneficial to everyone, the Buyer is recommended to comply with the following instructions:

- Familiarise themselves with all the functions attached to the Product before submitting a Review;
- Write a reasoned Review while being synthetic;
- List the strong points and the weak points of the Product;
- Share their experience of using the Product.

The Buyer is invited to assign a rating from 1 to 5 (1 being disappointing and 5 being excellent) on different criteria and, where applicable, supplement the rating assigned to the Product with comments in the field provided for this purpose.

Reviews are subject to moderation before their publication. The Operator reserves the right to reject, not to publish, to delete or to remove at any time:

- Any Content that is inappropriate, inadequate, abusive, illegal or of an insulting, hateful, defamatory, discriminatory nature, or contrary to the law or applicable regulations;
- Any Content likely to give rise to a civil, criminal, or administrative penalty;
- Any Content infringing an intellectual property right;
- Any Content including personal information of a User or a third party;
- Any Content including links, promotional codes, commercial solicitations, or redirections to third-party sites;
- Any Content manifestly unsuited, irrelevant, or without link to the purchasing experience or the Product;
- Any unintelligible Content.

Without prejudice to the foregoing, the Operator reserves the right to reject, not to publish, to delete or to remove at any time any Review which:

- Is not based on a real purchasing or user experience;
- Is false or misleading;
- Has been written, commissioned, published, or manipulated in consideration of remuneration, an advantage, or any incentive, without such incentive being clearly indicated;
- Constitutes or results from a practice aimed at artificially altering the overall perception of the Products or the Sellers (notably by massive, coordinated, or automated publications).

Reviews are published within an indicative period of 48 hours (working hours) from the validation of the Review by the Operator. Reviews will be kept on the Marketplace for a maximum period of five (5) years from their date of publication.

At any time, a Buyer or a third party may report a Review as not complying with the requirements above by writing to the following address: contact_marketplace@vente-unique.com (or via any reporting functionality made available on the Marketplace).

The Operator may decide to delete any Review that it deems abusive, contrary to these GTU, or inappropriate, including if the Review has already been published on the Marketplace.

The Buyer who wrote a Review may request at any time the modification or deletion of said Review, subject to demonstrating to the Operator that they are indeed the author of said Review. If sufficiently probative elements are provided by the Buyer, the Operator will proceed

with the modification or deletion of the Review within a reasonable period.

Within the framework of the dissemination of online Reviews carried out on the Marketplace, the Operator expressly undertakes hereby to provide Users with fair, clear, and transparent information on the procedures for publication, processing, and verification of online Reviews. In this respect, the Operator notably undertakes to:

- Indicate if the published Reviews are subject to verification measures and, where applicable, describe in an accessible manner the main measures implemented;
- Implement reasonable and proportionate measures aimed at preventing, detecting, and removing false or misleading Reviews, as well as incentivised Reviews not reported as such;
- Specify the moderation principles applied (main grounds for rejection/removal), so that Users understand how Reviews are processed;
- Display the date of publication of the Review as well as, when available, the date of the consumption experience concerned by the Review, the first name (or identifier) of the author, and any updates.

The Seller's customer service may also contact the Buyer in order to obtain additional information.

Article 7. Intellectual Property

7.1 Intellectual Property of the Operator

The User acknowledges the intellectual property rights of the Operator in the Marketplace, its constituent elements, its components and the elements related thereto and waives any challenge to these rights in any form whatsoever.

With the exception of Content belonging to Users not included within the scope of the Operator's intellectual property rights, all elements of the Marketplace (trademarks, logos, slogans, graphics, photographs, etc.) are the exclusive intellectual property of the Operator and/or its partners and may not be reproduced, used or represented totally or partially without the express authorisation of the Operator under penalty of legal proceedings.

Any representation or reproduction, total or partial, of the Marketplace and its content, by any process whatsoever, without the prior express authorisation of the Operator, is prohibited and shall constitute an infringement.

In particular, the Operator expressly prohibits:

- The extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the elements of the Marketplace to another medium, by any means and in any form whatsoever;
- The re-utilisation, by making available to the public all or a qualitatively or quantitatively substantial part of the elements of the Marketplace, in whatever form;
- The reproduction, extraction or re-utilisation, by any means, including methods comparable to scrapping (photographs, description, etc.) of the elements of the Marketplace.

Acceptance of these GTU constitutes acknowledgement by the Users of the intellectual property rights of the Operator and an undertaking to respect them.

The Operator grants a personal, non-exclusive and non-transferable licence to Users

authorising them to use the Marketplace and the information it contains in accordance with these GTU.

Any other exploitation of the Marketplace and its content is excluded from the scope of this licence and may not be carried out without the prior express authorisation of the Operator.

7.2 Intellectual Property of the Users

In the context of using the Marketplace, Users are likely to publish Content (photographs, trademarks, logos, designs and other models) belonging to them or belonging to third parties.

Each User warrants that they hold all intellectual property rights to any Content published on the Marketplace such as, without this list being exhaustive, texts, logos, designs and models, photographs, videos, data, hyperlinks, or that they have the necessary economic rights allowing for the representation or reproduction of each Content and shall hold the Operator harmless.

Furthermore, every User warrants that said Content does not in any way infringe the rights of third parties, notably that it does not constitute an infringement or an act of unfair competition or parasitism of a pre-existing work.

In any event, the Operator shall in no case be held liable for an act of infringement, given its simple status as a host of the Content published by the Users, except in cases where it has not acted promptly to remove it or make it inaccessible.

With a view to the performance of these GTU, every User grants a free and non-exclusive licence to the Operator to use, reproduce, represent, adapt and make available to the public said Content including notably Content protected by copyright as well as any other visible distinctive sign with a view to the performance of these General Terms of Use. This licence shall be valid for the entire duration of the use of the Marketplace under these terms and worldwide.

This licence does not entail any right to sub-license to a third party. The Operator may not, however, be held liable for the copying of Content by any User browsing the Marketplace who violates its General Terms of Use.

Article 8. Commitments and Liabilities

8.1 Liability of the Operator

It is recalled that the Operator acts as a technical intermediary and hosting service provider, having neither knowledge of nor control over the information posted online by the Sellers.

Consequently, the Operator cannot be held liable for the activities, information, and Content published by a Seller on the Marketplace, provided that it did not have effective knowledge of their illegal nature or of facts or circumstances making this nature apparent, or that, from the moment it became aware of it, it acted promptly to remove this information or make access to it impossible.

Furthermore, the Operator shall not be held liable:

- For the performance of the Order and the contractual obligations applicable to the sale concluded between the Seller and the Buyer;
- In the event of a breach by the Seller of its legal or regulatory obligations;
- In the event of damage resulting from a Product or a Service provided by the Seller, unless otherwise provided by law;

- In the event of use of the Marketplace in a fraudulent manner or in a manner not compliant with these GTU;
- In the event of an event beyond the reasonable control of the Operator;
- In the event of unavailability of the Marketplace attributable to a third party or an external cause, notably in the event of disturbances or failures of the communication networks;
- In the event of temporary suspension of access to the Marketplace for reasons of maintenance, improvement, installation of new functionalities, or in the event of malfunction.

It is specified to the User that the limitations of liability provided for above do not apply:

- In the event of death or personal injury resulting from the negligence of the Operator;
- In the event of fraud or fraudulent misrepresentation;
- When liability cannot be legally excluded or limited under applicable law;
- When the Operator, as a hosting provider, has not acted promptly to remove illegal content of which it was aware.

8.2 Status of the Operator as a Host

With the exception of cases where the Operator acts as a Seller, Users acknowledge that the Operator has the status of a host. In this capacity, the Operator reserves the right to remove any Content that has been reported to it and that it considers illegal under applicable law.

Notification of such Content must be made through the form dedicated for this purpose on the Marketplace. It is strongly recommended that Users duly complete this form to allow the Operator to have effective knowledge of the disputed Content and the justifications allowing it to consider whether this Content is illegal.

Furthermore, the User undertakes in this context to send a Notification in good faith affirming that the information provided within this form is accurate and complete.

Upon receipt of the Notification, the Operator undertakes to act within a reasonable timeframe to examine the reported Content and, where applicable, remove it or restrict access to it.

In any event, the Operator may take any appropriate measure, notably:

- A restriction of the visibility of said Content;
- A suspension of all or part of the Services offered on the Marketplace;
- A suspension or deletion of the Account concerned.

In the event of Content leading to a suspicion that a criminal offence presenting a threat to the life or safety of one or more persons has been committed, is being committed, or is likely to be committed, the Operator will promptly inform the competent law enforcement authorities.

In addition, the Operator also uses an automated illegal Content detection system preventing the publication of Content incorporating keywords previously specified by VENTE-UNIQUE.

8.3 Internal Complaint Handling System

Every User has the possibility to formulate Complaints to the Operator regarding decisions taken by it in relation to illegal Content or Content incompatible with its GTU (hereinafter the "Complaints").

These complaints may relate to the question of:

- Whether or not to remove the information, make access to it impossible, or restrict its visibility;
- Whether or not to suspend or terminate, in whole or in part, the provision of Services to Users;
- Whether or not to suspend or delete the Users' account;
- Whether or not to suspend the ability to monetise information provided by Users, terminate this ability, or otherwise restrict this ability.

In any event, the Operator undertakes to handle Complaints within a reasonable timeframe and in a fair, diligent, and non-arbitrary manner.

8.4 User Liability

a) General Principles

The User undertakes to use the Marketplace in accordance with its intended purpose. Any use contrary to these GTU may lead to the suspension and/or closure of the User's Account without prejudice to any other course of action, notably judicial, that the Operator may exercise.

b) Abusive Uses of the Marketplace

Operators may suspend, for a reasonable period and after issuing a prior warning:

- The provision of Services to Users who frequently publish manifestly illegal Content;
- In the event of abusive use of the functionalities of the Marketplace, including the repeated submission of manifestly unfounded notifications or complaints;
- In the event of behaviour likely to harm the proper functioning of the Marketplace or the rights of other Users.

The User is expressly informed that the decision of the Operator taken as a consequence results from a case-by-case assessment of the relevant facts and circumstances arising from the information available to it. This decision is provided in a timely, diligent, and objective manner.

The assessment of these circumstances includes at least the following elements:

- The number of manifestly illegal pieces of Content or manifestly unfounded Notifications or Complaints;
- The relative proportion of these elements compared to the total number of pieces of information provided or Notifications submitted over a given period;
- The severity of the abusive uses, including the nature of the illegal Content, and their consequences;
- Where it is possible to determine it, the intention of the User.

By way of example, VENTE-UNIQUE may:

- Suspend access to the Account and/or the Services:
    - After a single publication of manifestly illegal Content constituting offences provided for by the legal provisions in force;
    - In the event of repeated publication of Content that violates the provisions of these GTU;
- Suspend for a reasonable period the handling of notifications and complaints from a User who has submitted more than three (3) manifestly unfounded notifications and/or complaints.

Article 9. Personal Data

Personal Data collected during the Services (creation of an Account, connecting Users with each other for placing an Order on the Marketplace, etc.) are processed by the Operator in accordance with its Privacy Policy.

Article 10. Cookies

Cookies are files saved on the User's device during the consultation of the Marketplace and allowing for the collection of information relating to their browsing.

The Operator uses different types of cookies, notably cookies strictly necessary for the functioning of the Marketplace, as well as, subject to the User's consent, audience measurement, personalisation and, where applicable, advertising cookies.

Cookies strictly necessary for the functioning of the Marketplace do not require the prior consent of the User.

Other cookies are only deposited after obtaining the User's consent, who may accept, refuse or configure the use of cookies via the cookie management tool made available during their first visit to the Marketplace.

The User may withdraw or modify their consent at any time, notably by accessing the cookie management tool accessible on the Marketplace.

Information collected through cookies may be shared with technical service providers, in compliance with applicable data protection regulations.

To find out more about the use of cookies, their purpose and the methods for managing preferences, the User is invited to consult the Cookie Management Policy.

Article 11. User Service - Contact Point

For any question or complaint relating to the functioning and use of the Marketplace, the User may write to the Operator at the following address: service-marketplace@vente-unique.com

Article 12. Events Beyond Reasonable Control

The liability of the Operator shall not be engaged in the event of delay, malfunction or non-performance of its obligations resulting from an event beyond its reasonable control.

The following are notably considered as events beyond the reasonable control of the Operator, without this list being exhaustive:

- Failures or interruptions of telecommunication networks or Internet services;
- Computer breakdowns, technical incidents or cyberattacks;
- Strikes, industrial disputes or unavailability of third-party service providers;
- Natural disasters, fires, floods or exceptional climatic events;
- Any decision or intervention by a public authority or any regulatory development affecting the Marketplace.

In the event of the occurrence of such an event, the Operator will endeavour to inform Users as soon as possible.

The performance of the obligations concerned is suspended for the duration of the event, insofar as this event prevents their performance.

Article 13. General Provisions

The fact that one of the Parties has not required the application of any clause whatsoever of these GTU, whether permanently or temporarily, shall in no case be considered as a waiver of said clause.

In the event of a difficulty of interpretation between any of the titles appearing at the head of the clauses and any one of them, the titles shall be declared non-existent.

Article 14. Modification of the GTU

These GTU apply to any User browsing the Marketplace.

The GTU may be modified and updated by the Operator at any time, notably to adapt to legislative or regulatory developments.

The applicable GTU are:

- For the non-registered User on the Marketplace: those in force at the time of browsing the Marketplace;
- For any User registered on the Marketplace: those which have been accepted by them on the Marketplace (at the time of their registration on the Marketplace or at the time of their last connection in the event of modification of the latter).

Article 15. Applicable Law - Competent Jurisdiction

THESE GTU MUST BE CONSTRUED IN ACCORDANCE WITH THE LAW OF ENGLAND AND WALES TO WHICH THEY ARE SUBJECT.

In the event of a difficulty, the Operator and the User shall make their best efforts to find an amicable solution.

Prior to any recourse to a judge, the User is invited to contact the Operator via their Account.

In such a scenario, the User is first invited to contact the Operator's user service under the conditions provided for in Article 11 - Contact point.

15.1. With Regard to Consumer Users

In the event that no amicable agreement is found, the parties are invited to seek an amicable solution, notably by recourse to an optional mediation procedure, conducted in a spirit of loyalty and good faith.

The Consumer Buyer may resort, if they so wish, to an Alternative Dispute Resolution (ADR) procedure. The recourse to an ADR procedure is optional and does not constitute a condition precedent to referral to the competent jurisdictions.

The Operator does not undertake to use a specific mediation mechanism, unless otherwise provided.

IN THE EVENT THAT THE MEDIATION FAILS OR IS NOT ENVISAGED, THE DISPUTE WHICH COULD HAVE GIVEN RISE TO A MEDIATION SHALL BE ENTRUSTED TO THE COMPETENT COURT.

Annex 1 - Information Regarding Civil and Tax Obligations

Online Marketplace operators may be required to provide Users with information relating to their tax and legal obligations when they carry out transactions through their intermediary.

Users are informed that income generated via the Marketplace may be subject to tax obligations, notably regarding income tax reporting and, where applicable, VAT.

General information may be made available to help Users understand their obligations, notably by reference to resources published by the competent authorities, such as HM Revenue & Customs (HMRC).

It is recalled that this information is provided for indicative purposes only and constitutes neither tax advice nor legal advice.

Users are invited to consult the applicable texts, the recommendations of the competent authorities and, where applicable, to seek professional advice.

As the applicable tax rules may evolve, each User remains solely responsible for compliance with their tax and legal obligations.

The Operator recommends that every User inquires directly with the competent authorities or any appropriate advisor in order to ensure their compliance.

Annex 2 - Specific Provisions for Services Provided to Consumer Users Registered on the Marketplace

Article 1 - Updates

Under this article, "Updates" means any update or modification aimed at maintaining, adapting, or evolving the Services offered, including any security measure, whether these Updates are necessary or not to maintain the compliance of the Services.

1.1 Updates Necessary to Maintain the Compliance of the Services

The Operator undertakes to inform the consumer User registered on the Marketplace of the Updates necessary to maintain the compliance of the Services and to ensure that they receive them during the period that the consumer User registered on the Marketplace may legitimately expect, having regard to the type and purpose of the Services and taking into account the circumstances and nature of these GTU.

The Operator shall specify to them, for each necessary Update, the availability of the Update, the procedures for its installation, and the consequences in the event of failure to install by the consumer User registered on the Marketplace.

The Operator shall not be held liable for lack of compliance caused by the absence of installation or an incorrect installation of the Update by the consumer User registered on the Marketplace, unless this failure to install results from a failure by the Operator to provide the information above or from shortcomings in the instructions relating to the installation.

1.2 Updates Not Necessary to Maintain the Compliance of the Services

The consumer User registered on the Marketplace is informed that the Operator undertakes to inform them of Updates not necessary to maintain the compliance of the Services and allowing, for example, the improvement or modification of the Services or adaptation to technical developments.

These Updates as well as the date of their entry into force shall be the subject of prior information, provided in a clear and understandable manner, reasonably in advance and by email (or on any other durable medium).

It is specified that non-necessary Updates are carried out at no additional cost to the consumer User registered on the Marketplace.

The consumer User registered on the Marketplace may refuse the non-necessary Update in question or, where applicable, uninstall it later if it has a negative impact on their access to the Services, or the use thereof.

Unless the Update has only a minor impact for the consumer User registered on the Marketplace or the Operator allows them to keep the Services without the non-necessary Update and provided that the Services remain compliant, within the meaning of these terms, the consumer User registered on the Marketplace may de-register from the Marketplace by right and at no cost to them.

Article 2. Statutory Guarantee

Every consumer User registered on the Marketplace benefits from a statutory guarantee in accordance with legal provisions.

Article 3. Right of Withdrawal

3.1. Principle of Withdrawal

The consumer User registered on the Marketplace has, in principle, the right to withdraw without giving any reason within a period of fourteen (14) days.

3.2. Withdrawal Period

The withdrawal period expires fourteen (14) days after the day of the conclusion of these GTU between the Operator and the consumer User registered on the Marketplace.

3.3. Notification of the Right of Withdrawal

To exercise their right of withdrawal, the consumer User registered on the Marketplace must notify their decision to withdraw by means of an unambiguous statement (for example, a letter sent by post, fax, or email) or, where applicable, a withdrawal functionality made available to them.

The withdrawal request may notably be addressed to:

- The email address: service-marketplace@vente-unique.com; or
- The address: Vente-unique - 9/11 rue Jacquard 93310 Le Pre Saint Gervais.

They may also use the model withdrawal form below:

WITHDRAWAL FORM

(Please complete and return this form only if you wish to withdraw from the contract.)

To: VENTE-UNIQUE - 9/11 rue Jacquard 93310 Le Pre Saint Gervais - email: service-marketplace@vente-unique.com

I hereby notify you of my withdrawal from the contract relating to the Services below:

_____

- Ordered on:
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s) (only in case of notification of this form on paper):
- Date:

In order for the withdrawal period to be respected, the consumer User registered on the Marketplace must transmit their communication relating to the exercise of the right of withdrawal before the expiry of the withdrawal period.

3.4 Effects of Withdrawal

In the event of withdrawal by the consumer User registered on the Marketplace, the Operator shall refrain from using any Content, other than personal data, except where such Content:

- Is of no use to the consumer once they no longer use it;
- Relates only to their activity when using the Services;
- Has been aggregated with other data by the Operator and cannot be disaggregated or can only be disaggregated with disproportionate effort;
- Has been generated jointly by the consumer User registered on the Marketplace and other persons, and other consumers can continue to make use of it.

The Operator shall make available to the consumer User registered on the Marketplace, at the latter's request, any Content other than personal data, which was provided or created by them during the use of the Services.

The consumer User registered on the Marketplace has the right to retrieve this Content free of charge, without hindrance from the Operator, within a reasonable timeframe and in a commonly used and machine-readable format.

The consumer User registered on the Marketplace is expressly informed that in the event of withdrawal from the GTU, the Operator may prevent any further use of the Services by them, notably by ensuring that they are no longer accessible or by deactivating their Account.

The consumer User registered on the Marketplace who has exercised their right of withdrawal shall refrain from using the Services and from making them accessible to third parties.

3.5. Exclusions from the Right of Withdrawal

The right of withdrawal may notably, without this list being exhaustive, not be exercised for contracts in accordance with the regulations for:

- The supply of products (made-to-measure products, configured or adapted to specific dimensions or requirements of the customer (gates)...) made to the customer's specifications or clearly personalised;

- The supply of products the price of which depends on fluctuations in the financial market beyond the control of Vente-unique.com and which are likely to occur during the withdrawal period;
- The supply of products which have been unsealed by the customer after delivery and which cannot be returned for reasons of hygiene or health protection;
- The supply of products which, after being delivered and by their nature, are inseparably mixed with other items;
- For items for which an assembly and/or installation service (optional and not mandatory) is offered (furniture, wall beds...), if the customer expressly requests the commencement of the said service before the expiry of the statutory withdrawal period of 14 days, they acknowledge that they may be liable for reasonable costs corresponding to the service actually performed up to the date of exercise of their right of withdrawal. When the service has been fully performed before the end of the statutory period, the customer acknowledges that they lose their statutory right of withdrawal under the conditions provided for by the regulations applicable in the United Kingdom.