

# LEGAL TERMS

Legal notice and terms and conditions of use of the fashionpact website

## **I. LEGAL NOTICE**

The fashionpact.com website (the “**Website**”) is published by [Kering](#), a limited liability company with a capital of EUR 505,117,288, located at 40, rue de Sèvres, 75007 PARIS, France, registered with the Paris Trade and Companies Register under number 552 075 020 and telephone number +33 (0)1 45 64 61 00, (“The Company”).

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## **II. TERMS AND CONDITIONS OF USE**

### **1. PURPOSE OF THESE TERMS AND CONDITIONS OF USE**

These Terms and Conditions of Use (“**T&C**”) govern your access to, and use of, the Website content.

The purpose of these T&C is to set out the terms and conditions for using the Website, as well as the user’s rights and obligations.

Please read these T&C carefully before using the Website. By using the Website, you agree that every time you access it you will comply with these T&C, which apply to all services available on the Website.

You must therefore agree to these T&C in their entirety, without any qualifications or exceptions, before using the Website. If you do not agree, you must not use the Website.

The Company reserve the right to update or modify the Website information and content, including these T&C, at any time without prior notice. All such changes shall become effective upon publication. Any user accessing the Website after the changes are published on line shall be deemed to accept such changes, without any qualifications or exceptions. However, you will be notified of any significant changes to these T&C.

## **2. ACCESS TO THE WEBSITE**

Access to the Website is free of charge. The user shall be solely liable for all costs in connection with accessing and using the telecommunications network, in accordance with the terms determined by their internet service providers and telecommunications operators.

## **3. INTELLECTUAL PROPERTY**

The Company's trademark, as well as any design or figurative trademark, and generally all other trademarks, illustrations, images, and logotypes that may appear on the Website, which also belongs to the Company group, whether registered or not, are and shall remain the sole property of The Company or its licensees.

You may not copy any part of, modify, or use any such trademarks, illustrations, images, or logotypes on any medium for any purpose whatsoever. Similarly, you may not make any combination or association with any other trademark, symbol, logotype, or more generally, any distinctive sign intended to form a composite logo. The foregoing provisions shall also apply to all author's rights, copyrights, designs, drawings and patterns, and patents reproduced on the Website.

You may not use, download, copy, transfer or display all or any part of the Website for any purpose other than your personal and private use for non-commercial purposes. Any breach of these provisions, may be subject to the penalties set out in the French Intellectual Property Code, in particular for copyright infringement (Article L.335-1 *et seq.*) and trademark infringement (Article L.716-1 *et seq.*), and in the French Civil Code with respect to civil liability (Article 1382 *et seq.*).

Links to any of the Website pages or content cannot be created without The Company's prior written consent. Such consent may be revoked at any time. The Company do not have control over sites that contain links to the Website or to its content, and it shall therefore incur no liability (including editorial liability) for any access to, or content of, such sites.

## **4. USER'S OBLIGATIONS**

You agree not to use or allow the Website to be used abusively, for any unlawful, fraudulent, or malicious purposes, including, without limitation, by (i) hacking the Website or introducing any malware, viruses, or harmful data into the Website or any operating system; (ii) using a spider or any other system, mechanism, or program (automated or not) to harvest data or information from the Website or The Company's servers; (iii) sending or storing documents containing viruses, worms, Trojan horses, or other harmful computer codes, files, scripts, agents, or programs; (iv) interfering with or harming the integrity or performance of the Website and the data it contains; (v) trying to gain unauthorized access to the Website, its systems, or related networks; and (vi) trying to gain unauthorized access to the accounts or personal information of other users.

## **5. THE COMPANY'S LIABILITY**

The Company will make its best efforts to ensure that the information published on the Website is accurate and up to date. We reserve the right to correct such information at any time without prior notice.

To the extent permitted by law, The Company shall not be held liable for:

- any ambiguity, inaccuracy, or omission concerning the information available on the Website, or
- any damages arising from any third-party intrusion that may alter the information published on its Website or prevent access to the Website.

Likewise, The Company make no warranties that the Website will operate without interruption, bugs, or viruses. In this regard, the user represents that they accept the Internet's features and limitations.

## **6. AVAILABILITY – MAINTENANCE**

The Company will make its best efforts to maintain a reasonable level of Website operation and availability. The Company reserve the right to limit users' access to, and use of, the Website, at any time without prior notice, to conduct maintenance operations or make changes. The Company shall not be held liable in the event of any access interruption due to such maintenance or update operations.

## **7. GOVERNING LAW – LANGUAGE**

These T&C shall be governed by French law.

Any disputes that may relate to or arise from these T&C shall be referred to the courts of competent jurisdiction.

## **8. REPORTING ABUSE**

Please report any content that you find is illegal at the following address:  
[contact@thefashionpact.org](mailto:contact@thefashionpact.org)