1. Introduction

These Terms and conditions apply to this website and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

2. Binding

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and conditions. In some particular cases, we can also ask you to explicitly agree.

3. Electronic communication

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

4. Intellectual property

We or our licensors own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website.

4.1 All the rights are reserved

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

Newsletter

Notwithstanding the foregoing, you may forward our newsletter in the electronic form to others who may be interested in visiting our website.

6. Third-party property

Our website may include hyperlinks or other references to other party s websites. We do not monitor or review the content of other party s websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

7. Responsible use

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

8. Registration

You may register for an account with our website. During this process, you may be required to choose a password. You are responsible for maintaining the confidentiality of passwords and account information and agree not to share your passwords, account information, or secured access to our website or services with any other person. You must not allow any other person to use your account to access the website because you are responsible for all activities that occur through the use of your passwords or accounts. You must notify us immediately if you become aware of any disclosure of your password.

After account termination, you will not attempt to register a new account without our permission.

9. Refund and Return policy

9.1 Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a thirdparty other than the carrier and indicated by you acquires, physical possession of the last good, or physical possession of the last lot or piece

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (for example a letter sent by post, fax, or email). Our contact details can be found below. You may use the attached model <u>withdrawal form</u>, but it is not obligatory.

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may apply, such as the US Federal Trade Commission Rules.

17. Assignment

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

18. Breaches of these Terms and conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

19. Indemnification

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

20. Waiver

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

21. Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

22. Entire agreement

These Terms and Conditions, together with our <u>privacy statement</u> and <u>cookie policy</u>, constitute the entire agreement between you and Soulfish S.A.S in relation to your use of this website.

23. Updating of these Terms and conditions

We may update these Terms and Conditions from time to time. It is your obligation to periodically check these Terms and Conditions for changes or updates. The date provided at the beginning of these Terms and Conditions is the latest revision date. Changes to these Terms and Conditions will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions.

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