

TERMS AND CONDITIONS

Update date: 29/08/2024

Access to and use of this site implies acceptance, without restriction or reservation, of the Terms and Conditions in force on the day of access.

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These General Conditions of Use are concluded between:

The company “ABURISTA”,

B.V. with share capital of €1,200, whose registered office is located at Krijn Taconiskade 348, 1087HW Amsterdam registered in Amsterdam’s trade register under Kvk number 94139725.

Hereinafter referred to as the “Company” or “ABURISTA”

And

The User of the institutional website published by ABURISTA and available at the URL address www.aburista.com

PRESENTATION OF ABURISTA SERVICES

ABURISTA presents, through its website, all the services it offers to professionals in terms of online marketing.

Users of the Site may browse the Site and consult the services offered by ABURISTA subject to prior acceptance of these General Conditions of Use.

Users acknowledge that use of the ABURISTA Site requires compliance with all of the usage requirements defined in these General Conditions of Use and acknowledge that they have the skills and means necessary to access and use the Site and consult the services offered.

ARTICLE 1 — DEFINITIONS

The terms defined below will have, between ABURISTA and the users of its website, the following meaning:

« **Site** » : designates the institutional site of ABURISTA available at the following URL address : www.aburista.com or any other URL address that could be substituted for it;

« **User** » : means any adult natural person or legal entity, acting in a professional capacity, who visits one or more pages of the Site,

« **Services** » means all the services offered by ABURISTA and accessible to Users. These are the services presented above in the preamble, in article 4 of these T&Cs, as well as through the dedicated pages of the Site.

ARTICLE 2 — PURPOSE

The purpose of these Terms and Conditions is to define the conditions under which Users are authorized to access the Site, as well as the terms of use of its functionalities (present and/or future).

These General Conditions of Use apply to all Users, whether they are simple visitors or customers of ABURISTA Services.

ARTICLE 3 — ACCESS TO THE SITE AND ABURISTA OFFERS

3.1. Geographic area

The Site is accessible to any User, customer or not, regardless of their country of origin.

3.2. Navigation on the Site

Any User, customer or not, can freely browse the Site.

ARTICLE 4 — GENERAL DESCRIPTION OF THE SITE

The Site presents to Users the company ABURISTA, its expertise and all of the services it offers.

The Site is accessible free of charge to any User with Internet access. All costs related to access to the Site, whether hardware, software or Internet access costs, are the sole responsibility of the User.

ARTICLE 5 — USER RESPONSIBILITY

5.1. The User agrees to access the Site and use its features in accordance with the laws in force and these General Conditions of Use.

5.2. The User is and remains, in all circumstances, in control of his use of the Site and the functionalities which he/she accesses.

Consequently, the User is invited to exercise discernment and caution with regard to the information which he accesses and/or transmits in the context of the use of the Site.

5.3. The User is also invited, within the framework of the Use of the functionalities of the Site (present and/or future), to exercise restraint in his remarks and undertakes not to contravene the laws and regulations in force.

The User is prohibited in particular from:

- To disseminate information contrary to public order or morality;
- To divert the purpose of the Site and its functionalities to engage in propaganda or proselytism, prospecting or solicitation;
- To distribute content that infringes the personality rights of third parties or is defamatory, abusive, obscene, pornographic, offensive, violent or inciting discrimination, political, racist, xenophobic, sexist or homophobic violence;
- To publish information that contravenes the legislation on the protection of personal data allowing the identification of natural persons without their consent, in particular their surname, postal and/or electronic address, telephone number, photograph, sound or audiovisual recording, or to collect and store personal data relating to other Users;

- To transmit any message containing computer viruses or any other code, file or program designed in particular to interrupt, destroy or limit the functionality in particular of any software, computer or telecommunications tool;
- To harass in any way another User or Users;
- To provide information referring to other sites (whether by creating hypertext links or by simply providing information) whose content is likely to contravene any law or regulation in force, and in particular is likely to infringe the rights of persons and property and/or intellectual property rights;
- To infringe the intellectual property rights of third parties.

Consequently, the User guarantees ABURISTA against any claim, action and/or demand from third parties to which it may be subject and undertakes, as such, to bear exclusive responsibility for all sums, damages, costs, lawyers' fees and expenses to which ABURISTA may be ordered to pay, without prejudice to compensation for its own loss.

ARTICLE 6 — LIABILITY OF ABURISTA

6.1. Technical services:

6.1.1. Connection to the Site implies knowledge and acceptance by the User of the characteristics and limitations of the Internet and mobile telephone networks, in particular concerning technical performance, response times for consulting, querying or transferring information, the risks of interruption, and more generally, the risks inherent in any connection and transmission on the Internet/mobile telephone networks, the lack of protection of certain data against possible misappropriation and the risks of contamination by possible computer viruses circulating on the Internet and mobile telephone networks.

Consequently, ABURISTA cannot under any circumstances be held responsible, without this list being exhaustive:

- From the transmission and/or reception of any data and/or information on the Internet or on mobile telephone networks;
- Any malfunction of the Internet and mobile telephone networks preventing the proper functioning and/or operation of the Service;
- Failure of any receiving equipment or communication lines;
- Of loss of any data;
- Of the operation of any software;
- Consequences of any computer virus or bug, anomaly, technical failure;
- Any damage caused to a User's computer or mobile device;
- Any technical, hardware and software failure of any nature, having damaged a User's computer and/or mobile device.

ABURISTA may also not be held liable for any malfunctions of the Internet and mobile telephone networks leading to failures in the administration, security, integrity or management of data in a possible User account.

Users are responsible for the use of the Site, their actions and must comply with these General Conditions of Use by acting in a manner compatible with the functionalities (present and/or future) of the Site and the laws and regulations in force. Any other use entitles ABURISTA to act under the conditions recalled in article 7 "Suspension – Termination" below.

It is the responsibility of each User to take all appropriate measures to protect their own data and/or software stored on their computer and/or mobile device against any attack.

6.1.2. Accessibility and continuity of the Site — The Site is in principle accessible 7 days a week and 24 hours a day, except for interruptions, scheduled or not, for maintenance purposes or in cases of force majeure. ABURISTA may restrict access to the Site if the security of its operation and the maintenance of its integrity make these measures necessary.

ABURISTA is only bound by an obligation of means in the continuity of the Site.

Consequently, ABURISTA does not guarantee that the Site and its functionalities will be continuous, without temporary or definitive interruption, or without suspension or error.

Furthermore, any development or change to the Services may result in an update and/or temporary unavailability of the Site, for which ABURISTA cannot be held liable in any way.

Similarly, ABURISTA reserves the right to interrupt or suspend one or more features of the Site, at any time and without notice, without having to justify it. In this case, ABURISTA cannot be held liable in any way as a result and Users cannot claim any compensation of any kind.

6.1.3. ABURISTA's liability is excluded with regard to indirect damages or losses that the User may suffer, as well as with regard to any immaterial damages such as loss of profits, loss of benefits, loss of use, loss or alteration of data, or costs incurred by the acquisition of substitute products or services, resulting from the use or operation of the Site or the data accessible via the Site.

6.1.4. ABURISTA will not be able to accept any claim relating to non-performance or poor performance of the Services which could be attributed either to the User, or to the actions of a third party not involved in the provision of the Services, or to a case of force majeure as defined in Article 15 below.

6.1.5. ABURISTA may be required to offer Users access to third-party sites (see Article 11 – “links from ABURISTA”, below). In this case, ABURISTA cannot assume responsibility for the activities of these third parties and urges its visitors to read the general conditions of use applicable to said third-party sites.

6.1.6. ABURISTA's liability as host — ABURISTA is not legally bound by any general obligation to monitor the content transmitted or stored via the Site.

The only obligations inherent to ABURISTA's status as host concern i) the retention of Users' connection data, which is also covered by professional secrecy and processed in compliance with the legal provisions regarding personal data (see article 9 "Protection of privacy and personal data" and the ABURISTA Confidentiality Charter available in the "Confidentiality" section of the Site) and ii) the removal of any manifestly illicit content, as soon as ABURISTA has actually become aware of it.

6.2 Information on the Services available on the Site:

ABURISTA strives to present its Services with the utmost care in order to provide its customers, in accordance with current regulations, with all useful information on their characteristics.

Despite all precautions, errors may occur when putting the Services and their descriptions online. If necessary, Users who notice these possible errors are invited to report them to ABURISTA.

ARTICLE 7 — SUSPENSION – TERMINATION

Users are responsible for the use of the Site and its functionalities, for their actions and must respect the rules of these General Conditions of Use by acting in a manner compatible with the Site and the laws and regulations in force.

ABURISTA is authorized to use all necessary measures to prevent or detect any illicit or fraudulent use of its Site and its Services.

In the event of non-compliance by the User with any of the provisions of these General Conditions of Use, ABURISTA reserves the right, without notice or compensation, and taking into account the seriousness of the alleged breach, to:

- Inform the User of this breach and ask him to remedy it;
- Suspend the User's access to all or part of the Site and its functionalities;
- As a last resort, and if the User fails to remedy the breach noted within a reasonable time, terminate their access to the Site and its functionalities (also by deleting their possible User account and its content);
- and this, without prejudice to any other common law actions which could be open to ABURISTA as well as any damages which ABURISTA could claim.

ARTICLE 8 — PROTECTION OF PRIVACY AND PERSONAL DATA - COOKIES

8.1. Personal data

In accordance with Law No. 78-17 of January 6, 1978 relating to information technology, files and freedoms (Data Protection Act) as amended and the European Data Protection Regulation No. 2016/679 of April 27, 2016 ("GDPR"), persons who, having connected to the Site and answered the registration questions in order to access the Site and its functionalities, have at any time: to the European Data Protection Regulation No. 2016/679 of April 27, 2016 ("GDPR"), persons who, having connected to the Site and answered any registration questions in order to access the Site and its functionalities, have at any time:

- Right of access: The User may, by providing proof of his identity, obtain communication of data concerning him and check their accuracy;
- A right of rectification: in the event of inaccuracy of this information, he may demand that it be rectified, completed, updated, locked or deleted;
- A right to erasure ("right to be forgotten"): The User may obtain the erasure, as soon as possible, of data concerning him/her;
- Of a right to limitation of processing: The User may, in certain cases provided for by the regulations, obtain limitation of the processing of data concerning him/her;
- Of a right to data portability: The User may, under the conditions set by the regulations, demand the transmission of data concerning him to another data controller, without the Company which initially collected them being able to oppose this;
- Right of opposition: The User has the possibility of opposing the processing of their data or of refusing the communication of information concerning them to third parties.

To exercise these rights, the User must simply contact ABURISTA.

ABURISTA's strong commitment to respecting privacy and protecting personal data concerning Users of its Site is illustrated through the implementation of a Confidentiality Policy available in the "Confidentiality" section of the Site.

This Policy, which is an integral part of these General Conditions of Use, was developed by ABURISTA so that any User can browse the Site and use its features with complete confidence.

Its purpose is therefore to inform the User about the information that may be collected and the use that may be made of it. It also informs the User of their rights regarding the data collected concerning them.

8.2 Cookies

In order to improve the User experience and offer them enriched and personalized content, ABURISTA may use cookies.

Concretely, a cookie is a text file that may be saved in the User's terminal (computer, tablet, or smartphone) when consulting the Site with navigation software. A cookie will allow its issuer, during its period of validity, to recognize the terminal concerned each time that this terminal access digital content containing cookies from the same issuer.

When the User connects to the Site, ABURISTA may therefore be required, subject to the User's choices, to install various cookies in their terminal allowing us to recognize the browser of their terminal during the validity period of the cookie concerned.

ABURISTA's strong commitment to respecting the privacy of its Users and the use of cookies is illustrated through the implementation of a Cookies Policy available in the "Cookies" section of the Site.

This Policy, which is an integral part of these General Conditions of Use, has been developed by ABURISTA so that any User can be usefully informed about the cookies that may be installed and the use that may be made of them, but also about the way in which they can be activated or deactivated according to the User's choices.

Cookies issued by ABURISTA or its partners are thus used for the purposes described in its Cookies Policy, subject to the User's choices which will result from the settings of their browser software used during their visit to the Site.

ARTICLE 9 — INTELLECTUAL PROPERTY

9.1. These General Conditions of Use do not entail any transfer of intellectual property rights, whatever they may be, on the Site belonging to ABURISTA, for the benefit of the User.

9.2. The User acknowledges and accepts that the contents (in particular data, databases, software, API, layout, graphic charter, photographs, video, soundtracks, information, illustrations, logos, brands, etc. hereinafter referred to as "the Content") which appear or are available on the Site, are protected under copyright, trademarks, patents, database producers or any other right recognized by the legislation in force.

Consequently, any copy, reproduction, representation, adaptation, alteration, modification, distribution, in whole or in part, of the Content which appears or is available on the Site, whether it is the Content belonging to ABURISTA, a third party or a User, without prior authorization, is illegal.

9.3. From the moment of access to the Site, and by this fact alone, ABURISTA grants the User a private, non-exclusive and non-collective right of use, excluding any lucrative use. The concession is granted for the entire world and for as long as the Site is accessible. This right of use is not transferable in any way.

Subject to the right of use granted above to the User, it is therefore prohibited to copy, reproduce, represent, modify and/or exploit, in any way whatsoever and for any purpose whatsoever, all or part of the structure and Content of the Site.

9.4. The information and databases accessible on the Site are the property of ABURISTA, with the exception of third-party content and distinctive third-party signs which are reproduced on the Site.

Consequently, unless expressly authorized in advance by ABURISTA, any reproduction, representation and use are prohibited, in particular:

- Any adaptation, making available to the public at its request or not, distribution, rebroadcast in any form whatsoever, networking, public communication of all or part of the Services, works, performances, brands and all elements protected or likely to be protected by intellectual property law reproduced on the Site;
- Any repeated and systematic extraction or reuse, including for private purposes, of even a non-substantial part of the content of the databases of which ABURISTA is the producer.

9.5. Any user who does not comply with the terms of this article is exposed to civil or criminal proceedings which punish infringements of copyright, trademark and patent rights, the rights of database producers as well as automated data processing systems.

ARTICLE 10 — HYPERLINKS FROM/TO THE SITE

10.1. Links from the Site

Apart from the hyperlinks existing on the Products and/or Services pages of the Site and redirecting to the dedicated e-commerce sites of ABURISTA, the Site may also contain hyperlinks pointing to other Internet sites which do not belong to ABURISTA or are not controlled by ABURISTA.

ABURISTA has no control over the content, personal data protection charters or practices of third-party sites and declines all responsibility in this regard.

The User acknowledges and accepts that ABURISTA is not responsible for the availability of these external sites and resources and does not endorse the advertising, products or other materials appearing on or accessible from these external websites or resources.

The User acknowledges and accepts that ABURISTA cannot be held responsible for any loss or damage that it may suffer as a result of the provision of these external sites or resources or as a result of the trust it places as to the completeness, accuracy or existence of any advertising, product or other material on these Internet sites or resources, or accessible from them.

ABURISTA encourages Users to be vigilant when they leave the Site and to read the general conditions and personal data protection principles of other sites they may visit.

10.2. Links to the Site

ABURISTA authorizes the User to create:

- One or more hyperlinks pointing to the home page of the Site;
- One or more hyperlinks pointing to the home page of the different sections of the Site.

However, if the hyperlink(s) created by the User appear to be likely to harm their interests, ABURISTA reserves the right to terminate this authorization at any time and to request the User to immediately remove the disputed hyperlink(s).

In any event, the existence of a hyperlink from a third-party site to the Site does not imply, under any circumstances, any cooperation between ABURISTA and this third-party site.

As with the links from the Site mentioned above, the User acknowledges and accepts that ABURISTA exercises no control over third-party sites and therefore assumes no responsibility for the

content, products, services, information, materials or software of third-party sites containing a hyperlink to the Site.

ARTICLE 11 — ACCEPTANCE OF THE GENERAL CONDITIONS OF USE

Any User who does not wish to adhere to these General Conditions of Use must refrain from accessing the Site and its functionalities as well as the ABURISTA Services.

By browsing the Site and using its features, regardless of the technical means of access and the terminals used, the User is presumed to be aware of these General Conditions of Use and to accept their terms without restriction or reservation.

These General Conditions of Use apply, as necessary, any variation or extension of the Site on existing or future social and/or community networks.

ARTICLE 12 — MODIFICATION AND CONSULTATION OF THE GENERAL CONDITIONS OF USE

In order to adapt to regular developments of its Site and its Services, ABURISTA reserves the right to modify, unilaterally and without notice, these General Conditions of Use.

By browsing the ABURISTA Site and using its features, Users acknowledge and accept, without restriction or reservation, these General Conditions of Use in letter and spirit, and undertake to refer to them systematically each time they connect. In the event of modification of the latter, if the User does not agree to the new General Conditions of Use, he must then refrain from continuing to use the Site.

All the provisions of the General Conditions of Use, which can also be printed, can be consulted free of charge and at any time on the Site, in the dedicated “CGU” section.

ARTICLE 13 — EXISTENCE OF SPECIAL CONDITIONS OF USE

Certain features offered by ABURISTA may require the User to accept and comply with specific conditions, a user license or a user charter (hereinafter referred to as the “Specific Conditions of Use”) available on the pages of the Site dedicated to these features.

Unless otherwise indicated, these Specific Conditions of Use will apply cumulatively with these General Conditions of Use.

However, in the event of a contradiction with these General Conditions of Use, the Specific Conditions of Use will prevail.

ARTICLE 14 — FORCE MAJEURE

In the event of force majeure, the obligations arising from these General Conditions of Use are suspended for the entire duration of their execution.

However, if the force majeure event persists beyond a period of 30 (thirty) consecutive days, these General Conditions of Use will be automatically terminated, unless otherwise agreed by the parties.

The following are considered to be cases of force majeure under these General Conditions of Use, in addition to those usually accepted by the case law of French courts and tribunals: strikes, lockouts, attacks, bad weather, epidemics, blockages of means of transport and supplies, earthquakes, fires, storms, floods, water damage, government or legal restrictions, disruptions in telecommunications (Internet and/or mobile telephony) and all other cases beyond the control of the parties, preventing

the normal execution of these General Conditions of Use or the normal use of the Site and its functionalities.

ARTICLE 15 — NON-WAIVER

The fact that ABURISTA does not take advantage of a failure or breach by the User any of its contractual or legal obligations shall not be construed as a waiver of such failure or breach.

The fact that ABURISTA does not avail itself of a stipulation of these General Conditions of Use does not in any way imply a waiver of the benefit of said stipulation.

ARTICLE 16 — PROOF, CONSERVATION AND ARCHIVING

The computerized records stored in ABURISTA's computer systems under reasonable security conditions will be considered as proof of communications between the User and ABURISTA.

The archiving of these General Conditions of Use accepted by the User under the conditions set out in Article 12 above is carried out on a reliable and durable medium, in order to correspond to a faithful and durable copy. In the event of a conflict between ABURISTA's computerized records and any written document or electronic file of the User, it is expressly agreed that ABURISTA's computerized records will take precedence over the User's documents and will be the only ones admissible as evidence.

ARTICLE 17 — ADDITIONAL INFORMATION

For any questions relating to these General Conditions of Use, to the Site and its functionalities or to ABURISTA Services in general, the User is invited to contact ABURISTA via the "Contact Us" section of the Site, allowing the Company to be reached by email, telephone and post.

ARTICLE 19 — APPLICABLE LAW – COMPETENT JURISDICTIONS

These General Conditions of Use are subject to Netherlands law.

The attribution of jurisdiction, in the event of a dispute, and in the absence of an amicable agreement between the User and ABURISTA, is given non-exclusively to the competent Courts of Amsterdam, which means that, for the application of these General Conditions of Use, the User may bring an action to assert his consumer rights, in France or in the country of the European Union in which he resides.