

General conditions of using Mellow Yellow website

1) PURPOSE AND IDENTIFICATION

MELLOW YELLOW provides the User with online services on its website <https://www.mellowyellow.eu>

The purpose of these General Conditions of Use is to define and set the terms of use of the services and content offered by the Site.

The fact of accessing and browsing the Site constitutes acceptance by the User of these General Conditions of Use, against which they cannot raise any derogation not previously and expressly accepted by MELLOW YELLOW.

MELLOW YELLOW reserves the right to modify these Conditions at any time.

These GCUs can be consulted at any time on the Site and appear at the bottom of the page. The applicable version of the GCUs is that in force on the day of browsing.

2) DEFINITIONS:

Store: refers to the MELLOW YELLOW physical points of sale located in mainland France and Corsica.

Customer: refers to the user, a natural person over the age of 16, legally capable of placing an order with the Seller on the Site as a consumer, for private and personal use only, and not for any commercial, competitive or other purpose that may be detrimental to the Seller.

Order: refers to the act by which the Customer purchases one or more Products via the Site by accepting, without reservation, all the terms and conditions of sale contained in the online order.

Customer Account: refers to the interface hosted on the Site where all data provided by the Customer is grouped together in order to manage the Customer's Orders. The Customer Account is accessed using Login credentials.

General Conditions of Use or GCUs: refers to these contractual conditions made available on the home page of the Site, in order to govern the use of the Site by any User.

Login credentials: refers to the Customer's email address and password chosen by the Customer, which are required to access their Customer Account.

Product(s): refers to the products and/or services offered for sale on the Site.

Services: refers to all the services offered on the Site, including after-sales customer services.

Site: refers to the Seller's website accessible in particular at the address <https://www.mellowyellow.eu>

User: refers to any person accessing and/or browsing the Site

Seller: refers to BBL, a SAS compagny with a capital of EUR 3,040,000.00 euros, whose registered office is located at 90 Rue de Rivoli 75004 PARIS, registered with the Paris Trade and Companies Register under number 445 047 194.

3) SERVICES

The services available on the Website are provided free of charge. The general conditions applicable to these services are described in the document "General Conditions of Sale". The list of features is provided for information purposes only. The Site reserves the right to add or remove features, temporarily or permanently, without the User's consent.

The services offered to Users include:

- the provision of products listed on the MELLOW YELLOW website.
- the possibility of making purchases without the obligation to register prior to any purchase of Products or Services by creating a customer account.

Additional services offered to Customers: By creating a Customer Account, the Customer will be able to track and manage their current Orders. The Customer may access the history of all their Orders in the "Order Tracking" section.

4) ACCESS TO THE SERVICE

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

4.2 - Registration as a Customer: To access certain services on the website, the User must create a free Customer Account on the Site. This registration is personal and does not authorise third parties to use the Customer Account created. The User must create an account by filling in the mandatory fields of the information form necessary to process their registration and then the services offered by the website. The User undertakes to provide true and accurate information. The User is entirely responsible for the accuracy and updating of the data provided in the context of the opening and management of their Customer Account. Certain services on the Site are exclusively reserved for certain Users after identification using their login and password. The User undertakes to keep their password secret in order to guarantee their access to the services offered.

4.3 - Customer identification: The Customer is solely responsible for the use of their Customer Account. In the event that a Customer discloses or uses their Login credentials in a manner contrary to their intended purpose, MELLOW YELLOW may then delete the Customer Account without notice or compensation. Under no circumstances can MELLOW YELLOW be held liable in the event of the theft of a Customer's identity. Any access and actions carried out from a Customer's Account will be presumed to be carried out by that Customer. Any loss, misappropriation or unauthorised use of a Customer's Login credentials and the consequences thereof shall be the sole responsibility of the Customer, who shall be required to notify MELLOW YELLOW without delay by email sent to the following address:

4.4 - Closing the Customer Account: The Customer may close their Customer account at any time by sending an email to: myeshop@mellowyellow.com MELLOW YELLOW will close the Customer Account as soon as possible and will send the Customer an email confirming the closure of their Account. The closure of the Customer's Account does not result in the deletion of this data. If the Customer wishes to have this data deleted, they must make a request to MELLOW YELLOW, whose contact details can be found in Article 13 CUSTOMER SERVICE.

The Customer acknowledges that in the event of deletion of their account for any reason whatsoever, they will no longer have access to all the features of the Site and in particular to the possibility of having access to their purchase history.

5) USER'S OBLIGATIONS

5.1 - Without prejudice to the other obligations set out herein, the User undertakes, while using the Website, to comply with the laws and regulations in force and not to infringe the rights of third parties or public order.

5.2 - The User is informed and accepts that the implementation of the Site requires that they be connected to the Internet and that the quality of the Site depends directly on this connection, for which they alone are responsible. Thus, the User declares that they are aware of the characteristics and limits of the Internet, in particular its technical performance, the response times for consulting or sending data and the risks associated with the security of communications.

5.3 The User undertakes to make strictly personal use of the Site. Consequently, they may not assign, grant or transfer all or part of their rights or obligations hereunder to a third party in any way whatsoever.

5.4 - The User acknowledges that the Site offers an additional solution to the means they already use to achieve the same objective and that this solution cannot replace these other means.

5.5 - The User must take the necessary measures to save by their own means the information of their Customer Account on the Site that they deem necessary.

6) PROHIBITED BEHAVIOUR

6.1 - It is strictly forbidden to use the Site for the following purposes:

- (a) engaging in illegal or fraudulent activities or activities that infringe the rights or security of third parties,
- (b) undermining public order or violating applicable laws and regulations,
- (c) intruding into a third party's computer system or any activity of a nature to harm, control, interfere with, or intercept all or part of a third party's computer system, or to violate the integrity or security thereof,
- (d) sending unsolicited emails and/or commercial canvassing or solicitation,
- (e) manipulations intended to improve the referencing of a third party site,
- (f) aiding or inciting, in any form and in any manner whatsoever, one or more of the acts and activities described above,
- (g) and more generally any practice diverting the Site for purposes other than those for which it was designed.

6.2 - Users are strictly prohibited from copying and/or misappropriating the concept, technologies or any other element of the Site for their own purposes or those of third parties.

6.3 - The following are also strictly prohibited: (i) any behaviour likely to interrupt, suspend, slow down or prevent the continuity of service of the Site, (ii) any intrusions or attempted intrusions via the website into the systems of MELLOW YELLOW, (iii) any misappropriation of the system resources of the site, (iv) any actions likely to impose a disproportionate burden on the latter's infrastructure, (v) any breach of security and authentication measures, (vi) any acts which may prejudice the financial, commercial or moral rights and interests of MELLOW YELLOW or the users of its Site, and more generally (vii) any breach of these general conditions.

6.4 - It is strictly forbidden to monetize, sell or grant access to the Site or any part of it, as well as to the information hosted and/or shared on it.

7) LIABILITY OF THE USER

In the event of a breach of any of the provisions of these general conditions or, more generally, a violation of the laws and regulations in force by a User, MELLOW YELLOW reserves the right to take any appropriate action and in particular to:

- (a) suspend or terminate access to the Site of the User who is the perpetrator of the breach or violation, or who has participated in it,

- (b) delete any content posted on the Site,
- (c) publish on the Site any information message that MELLOW YELLOW deems useful,
- (d) notify any relevant authority,
- (e) initiate any legal action.

8) LIABILITY OF MELLOW YELLOW

MELLOW YELLOW shall use its best endeavours to ensure that the MELLOW YELLOW Site is accessible at all times. MELLOW YELLOW cannot guarantee absolute availability and accessibility due to the nature and complexity of the networks and communication tools in general (Internet, Bluetooth, etc.), but also due to poor configuration or use of the User's access terminal.

The operation of all or part of the Site may be temporarily interrupted, including in the event of force majeure, scheduled or unscheduled maintenance, technical updates or improvements, emergency repairs to the Site, to develop its content and/or presentation, or due to circumstances beyond the control of MELLOW YELLOW. MELLOW YELLOW undertakes to take all reasonable steps to limit such disruption. In the event of a scheduled interruption, this will be notified by means of a notice on the home page of the Site. MELLOW YELLOW shall not be liable if Users are unable to connect to all or part of the Site due to a disruption of telecommunications providers, network congestion or a failure in the User's installations and equipment, it being recalled that the User alone chooses the operator, internet access provider.

MELLOW YELLOW is in no way responsible for damage of any kind that may result from these changes and/or from temporary unavailability or closure of the site, from non-functioning, from the impossibility of access, from suspension or interruption of the site, or from poor conditions of use of the MELLOW YELLOW site, for any reason whatsoever, and cannot be held liable for direct and indirect damage of any kind resulting from these facts.

MELLOW YELLOW makes every effort, in accordance with the state of the art and applicable regulations, to secure the Site and the data processing carried out through its use. MELLOW YELLOW makes every effort to provide up-to-date and accurate information. All elements on the site are provided to the User without any guarantee of any kind, whether implicit or explicit, concerning in particular their integrity, accuracy, timeliness, availability, reliability, quality or completeness or their suitability for the use the User intends to make of them. MELLOW YELLOW is always open to comments from the User regarding the elements present on the Site, which may be addressed in accordance with the process described in Article 13 "CUSTOMER SERVICE".

9) INTELLECTUAL PROPERTY

These GCUs do not imply any transfer of any kind of intellectual property rights to any content included or accessible on and/or through the site, including, but not limited to, all graphics, images, photos, drawings, maps, plans, logos, names, trademarks, texts and other documentation, including software, databases, and any other material belonging to MELLOW YELLOW or to third parties

The Site is the exclusive property of MELLOW YELLOW, which alone is entitled to use and exploit the intellectual property rights and personality rights attached thereto, in particular, trademarks, domain names, designs, copyrights and image rights, either because it directly owns these rights or by virtue of an assignment or licence to use them.

The use of all or part of the Site, in particular by reproduction, distribution, adaptation, modification, retransmission, extraction, publication or representation is strictly prohibited, except in cases where expressly authorised in writing by MELLOW YELLOW and except in certain cases of private use for non-commercial purposes, in accordance with the French Intellectual Property Code or any other applicable legal provisions.

In general, MELLOW YELLOW grants the User a free, personal, non-exclusive and non-transferable right to access and use the site, subject to the User's prior acceptance of and compliance with these GCUs. Any other rights are expressly excluded, except with the prior written consent of MELLOW YELLOW. In addition, the

printing of these GCU is only permitted for strictly personal and private use.

The use of the Site does not confer any right of ownership or exploitation to Customers on any brand and/or logo, distinctive sign and/or elements protected by intellectual property rights belonging to MELLOW YELLOW or to third parties. The Customer undertakes not to infringe the trademarks and/or logos, distinctive signs, and/or elements protected by intellectual property rights belonging to MELLOW YELLOW or to third parties.

Any unauthorised use of the Site or of any of the elements it contains or of all or part of its content is prohibited and will be considered as constituting an infringement punishable by the provisions of Articles L.335-2 *et seq.* and articles L.713-1 *et seq.* of the French Intellectual Property Code.

10) HYPERTEXT LINKS TO OTHER SITES

Hypertext links to the Site can only be created with prior written authorisation from MELLOW YELLOW which may be revoked at any time.

MELLOW YELLOW declines all responsibility for the content of sites linked to the Site.

The User may not set up a hypertext link to this site without the express prior authorisation of MELLOW YELLOW.

In no case shall this authorisation be considered as an implicit affiliation agreement.

In any event, hypertext links to the Site must be removed at MELLOW YELLOW's first request.

11) MANAGEMENT OF PERSONAL DATA AND COOKIES

MELLOW YELLOW has established a Data Protection policy to explain how your personal data is collected and processed. For all information concerning the protection of privacy and your personal data, MELLOW YELLOW refers you to the page "[Personal data protection policy](#)" which you will find at the bottom of each page of the MELLOW YELLOW Site.

When the User browses the Site and/or places an Order, it is likely to deposit "cookies", very simple text files, on the computer or other medium connected to the Site. MELLOW YELLOW refers you to the "[Cookie Management](#)" page which you will find at the bottom of each page of the MELLOW YELLOW Site.

12) CUSTOMER SERVICES

For any information or questions, MELLOW YELLOW's Customer Service can be contacted by telephone from Monday to Friday from 10:00 am to 1:00 pm and from 2:00 pm to 5:00 pm on +33 (0)9 69 32 70 77, via the contact form on the site <https://www.mellowyellow.eu/> or by post to MELLOW YELLOW, Service Clients, Route de Chaudron-En-Mauges, SAINT-PIERRE-MONTLIMART - 49110 MONTREVAULT-SUR-EVRE – FRANCE.

13) SEVERABILITY AND NON-WAIVER

If one of the clauses of this contract were to be null and void due to a change in legislation, regulations or a court decision, this will in no way affect the validity of and compliance with these General Conditions of Use.

The fact that MELLOW YELLOW does not exercise all or part of its rights with respect to a User under these GCU shall not constitute a waiver of their subsequent exercise.

14) TERM

These terms and conditions will apply throughout the duration of the online services offered by MELLOW YELLOW.

15) APPLICABLE LAW AND JURISDICTION

These terms and conditions are governed by French law. In the event of a dispute, MELLOW YELLOW and the Customer will attempt to resolve it amicably.

In accordance with the provisions of the French Consumer Code concerning the amicable settlement of disputes, MELLOW YELLOW is a member of the E-commerce Ombudsman Service of the FEVAD (Federation of E-commerce and Distance Selling) of which the contact details are as follows: Médiateur de la consommation FEVAD - BP 20015 - 75362 PARIS CEDEX 8 – (which can be contacted via this link <http://www.mediateurfevad.fr>). After prior written request from the consumer to MELLOW YELLOW, the Ombudsman Service may be contacted for any consumer dispute which has not been settled.

The solution proposed by the Ombudsman is not binding on the parties, who remain free at any time to withdraw from the Mediation process.

For orders placed on the Site, you can also submit any complaints on the dispute resolution platform put online by the European Commission: <http://ec.europa.eu/consumers/odr/>. The European Commission will transfer your complaint to the relevant national ombudsmen.

Any dispute that cannot be settled amicably will be brought before the competent court.