

General terms of use

Last update: 17/06/2024

The purpose of these general terms of use (hereinafter "**GTU**") is to state the rules for using the "<https://www.lacroix-city.com/>" Website of the company LACROIX City ("**LACROIX**", "**we**", "**us**", "**our**").

By using the Website, you ("**You**", "**Your**", "**User**") (i) unconditionally and unreservedly accept the terms of, and agree to comply with, these GTU and (ii) declare that you have the legal capacity to agree to these GTU. If You do not agree to these GTU, You must not use the Website.

These GTU express the entire agreement between the User and LACROIX regarding the use of the Website, whether accessed from any device (computer, smartphone, tablet or other), another website, an online service, or an application or from a hyperlink or a share button redirecting You to the Website, or using software, or when embedded in software. Additional terms and conditions may apply for the use of certain Website Content. In the event of a conflict between such additional terms and these GTU, such additional terms shall take precedence over these GTU. Where such additional terms and conditions are those of a third party, they are directly enforceable against You with by the third party concerned.

LACROIX reserves the right to modify these GTU at any time with or without prior notice to the user in order adapt these GTU to changes on the Website or its features, to technical, legal, or case law developments. The updated version of these GTU is brought to the attention of the User simply by being posted online These GTU are deemed to have been accepted fully by the User who uses the Website, after such an online posting. The User is therefore advised to consult these GTU on a regular basis to be aware of the version then in force at the moment the User uses the Website.

1. DEFINITIONS

Capitalized terms used herein, whether used in the singular or plural, shall have the meaning ascribed to them below or in any other part of these GTU:

"**Content**" means the elements that make up the Website or that are available on the Website, such as software, programs, tools (programming tool, browser, etc.), databases, data, files, texts, documentation, services that make up the Website, all updates and new versions of the Website if necessary, the structure of the Website, editorial content, drawings, illustrations, images, photos, graphic charters, trademarks, logos, abbreviations, corporate names, audiovisual works, multimedia works, visual content, audio and sound content.

"**Contribution**" means the data, files, texts, documentation, drawings, illustrations, images, photos, audiovisual works, multimedia works, visual content, audio, and sound content uploaded or transmitted by the User on the Website.

"**Third Party Resource**" means the websites, online services, or mobile applications of third parties accessible from the Website.

"**Website**" means all web pages and resources, including the Content, linked by hyperlinks and accessible on the Internet at <https://www.lacroix-city.com/>.

2. PURPOSE OF THE WEBSITE:

The purpose of the Website is to allow You (i) to access information concerning LACROIX, (ii) to view presentations concerning the goods and services offered by LACROIX, and (ii) to contact LACROIX.

LACROIX strives to keep the Website Content up to date. LACROIX does not guarantee the completeness and accuracy of the Website Content. In the event of Content appearing to You to be manifestly unlawful, You may request LACROIX to correct, modify or delete the said Content by writing to info.city@lacroix.group.

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When the Website presents goods and services, they do not constitute an offer to sell but a general presentation of the range of products marketed by LACROIX. The User acknowledges and accepts that the goods and services thus presented on the Website may not be available for reasons specific to or external to LACROIX. A reference to goods or services without limitation of geographical scope or without conditions does not mean that they are offered by LACROIX in all regions of the world and without conditions.

The information presented on the Website may contain forecasts concerning the financial position, results of operations, activities, and strategy of LACROIX. Statements regarding targets, growth estimates or other trends are forward-looking in nature. Such forecasts are based on assumptions that may prove to be inaccurate and depend on risk factors such as economic, financial, cyclical, or health conditions or events outside the control of LACROIX.

3. ACCESS TO THE WEBSITE

3.1. Requirements for Access

You must have secure access to the Internet and equipment (computer, smartphone, tablet or other) that can connect to the Internet, with browser and software licenses enabling You to access and use the Website. It is Your responsibility to ensure that Your equipment, software, and communication networks are not obsolete and do not have security flaws.

The Website is offered to You free of charge, excluding the costs relating to Your access to the Website (including equipment, software licenses, communication costs and data transmission) which are Your responsibility.

3.2. Website availability:

LACROIX strives to provide You with quality online access to the Website 7 days a week and 24 hours a day.

LACROIX offers no guarantee of the availability or continuity of the Website and shall not be liable in the event of any impossibility of access to, or use of, all or part of the Website. LACROIX reserves the right, without liability, to cease, without notice, without compensation, and at its sole discretion, on a permanent or temporary basis, to provide access to, or modify or delete, all or part of the Website, which You acknowledge and accept.

You are also informed that the Internet and the power grids, which are outside the control of LACROIX, may include technical hazards that may cause slowdowns of the Website, unavailability or saturation making it impossible to connect to the Website.

Due to regulatory restrictions or LACROIX's choices, the Website may not be accessible in Your language or in all territories.

If the Website is unavailable, You may contact LACROIX at the email address info.city@lacroix.group to obtain information relating to the possible restoration of the Website.

3.3. Restricted pages

Access to certain pages of the Website may require the prior creation of a user account and the approval of LACROIX. Once Your account has been created and LACROIX approval has been given, You will be able, after authentication, to access the so-called "restricted access" pages.

The means of authentication (credentials, passwords) are given to You personally and are not transferable. As of their delivery, You are solely responsible for their protection and use, in particular their loss, theft or unauthorized use. In the event of the loss, theft, or unauthorized use of Your authentication credentials, You must immediately inform LACROIX at the email address info.city@lacroix.group.

Content accessible via restricted access pages is confidential. You acknowledge that they constitute proprietary information or trade secrets belonging to LACROIX or its suppliers or third parties. You agree to treat them as confidential information and not to disclose them. The reproduction and/or representation of all or part of such Content, regardless of the medium, including all trade names, trademarks, logos, domain names and other distinctive signs, is strictly prohibited.

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4. USER'S COMMITMENTS

When You use the Website, You undertake to comply with the provisions of these GTU and to adopt reasonable behavior, without fraudulent, abusive, or excessive use. As such, You are prohibited, in particular (i) from using the Website for purposes other than those for which it was designed, (ii) to harm, disrupt or interrupt the access to or operation of the Website, (iii) to interfere in any way whatsoever in the operation of the Website or to interfere with its Content, (iv) to load or transmit corrupt files or malware (virus, trojan horse, ransomware or otherwise) on or via the Site Web, (v) take or attempt to take remote control of the Website, including the information systems, networks, infrastructure, and software that compose it or with which it is interfaced or connected and their content, (vi) to procure or attempt to procure for You, by any means, unauthorized access or to impersonate a third party during Your use of the Website, (vii) to act in a manner likely to threaten the security, confidentiality, or integrity of the Website, including the information systems, networks, infrastructures and software with which it is composed or with which it is interfaced or connected and their content, (viii) to violate the standards of conduct and use of Internet networks or other networks (denial of service attacks, degradation of web pages, network scans in particular), (ix) to carry out load or penetration tests or vulnerability tests of the Website without the prior written consent of LACROIX, (x) to interfere with the access and peaceful use of the Website by any other user, (xi) to cause the overloading of the Website, or to clutter the networks and messaging servers of LACROIX or third parties, including by means of unrestrained mass mailing (mail bombing or flooding in particular), (xii) to send LACROIX or third parties via the Website unsolicited messages or communications (spamming in particular) or subversive or attractive messages (teasing or trolling in particular), (xiii) to participate in an activity that may result in the exclusion of LACROIX's network addresses (blacklisting in particular), (xiii) to analyze, view or modify the configuration of the Website (port scan in particular), including the information systems, networks, infrastructures and software that compose it or with which it is interfaced or connected, (xiv) to load or transmit via the Website Contributions, information, or data that is illegal or whose processing is illegal, (xv) to participate in an activity that constitutes a violation of the law (use for illegal purposes, contrary to public order or morality in particular) or to infringe the rights of a third party.

5. USE OF CONTRIBUTIONS

When the Website allows You to upload or transmit Contributions, they remain Your property or that of the persons or entities who gave You the right to use them. As such, You are responsible for any Contributions thus uploaded or transmitted on the Website.

In order to allow LACROIX to provide You with the Website and to allow You to interact with it, You grant LACROIX a worldwide license, free of charge, to use Your Contributions, reproduce them, adapt them, and disseminate them to third parties in any medium and by any means known or unknown to date, throughout the legal duration of copyright protection.

6. INTELLECTUAL PROPERTY

LACROIX and/or its suppliers who have granted it a license retain ownership of all intellectual property rights attached to the Website and all modifications, improvements, and other derivative works of the Website. You acknowledge that the methodologies and techniques contained or expressed on the Website constitute proprietary information or trade secrets belonging to LACROIX or its suppliers. You agree to treat them as confidential information and not to disclose them.

The reproduction, representation, extraction, and reuse of all or part of the Website, regardless of the medium, including all trade names, trademarks, logos, domain names and other distinctive markings, all databases, is strictly prohibited.

You expressly undertake to (i) not make any for-profit use of the Website, (ii) not permanently or temporarily reproduce the Website in whole or in part, by any means and in any form, (iii) not access, use, and/or attempt to access or use the source codes of the Website, (iv) not make any representation, adaptation, modification, translation, transcription, or any other so-called "reverse engineering" of all or part of the Website, (v) not to create derivative works of the Website, (vi) not to merge or embed all or part of the Website in software, another website, an online service or an application or with other computer programs without the prior written consent of LACROIX, (vii) to respect the intellectual property rights of LACROIX and/or its suppliers on the Website, (viii) not to set up systems that may hack the Website, in whole or in part, (ix) not to use the Website for purposes other than those provided for in these GTU.

7. HYPERLINKS, SHARE BUTTONS AND REDIRECT ICONS

LACROIX reserves the right to make available to You from the Website hyperlinks, share buttons, and redirect icons giving You access to Third Party Resources over which LACROIX has no control or supervision, nor validates their content.

LACROIX accepts no responsibility for (i) Your access to, or use of, such Third Party Resources and their content, (ii) the guarantees that such third parties offer, (iii) their methods of protecting personal data, security, or compliance with legal requirements.

Access to or use of Third Party Resources is at Your risk and LACROIX shall not be held liable for any damage of any kind that may result.

8. PROTECTION OF PERSONAL DATA

When You use the Website, LACROIX, as data controller, collects and processes personal data concerning You. The data is processed in accordance with the terms of Lacroix's privacy policy, which can be consulted at <https://lacroix-group.com/privacy/>.

9. COOKIES

When You use Our website, We and/or Our partners may use cookies and other trackers to read or store data, including personal data, on Your equipment.

We and Our partners use cookies and other trackers with or without Your consent depending on their purpose. Your consent will not be required if cookies and trackers are necessary to make Our website available to You or to provide a service to You at Your express request.

You can find more information about the use of cookies and other trackers in the cookie policy available on the Website at the address <https://www.lacroix-city.com/cookies-policy>.

10. SECURITY

LACROIX strives to maintain the security of the Website under the best possible conditions with all responsible due diligence. The Website includes technology for encrypting information exchanged via the Website. The information You may enter in the fields provided for this purpose on the Website, including personal data, is encrypted when it is entered. Information is only decrypted when it arrives on LACROIX's servers.

You acknowledge and agree that the emails, as well as their content, that You may exchange with LACROIX outside the Website transit over the Internet in an unencrypted format (as is the case during all Your email exchanges with anyone), and that the Internet, which is outside the control of LACROIX, may involve risks of reliability in terms of security, confidentiality, and integrity of the data circulating via the Internet and also allow misappropriations for which LACROIX cannot be held responsible.

11. NO WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ACCESS TO, AND USE OF, THE WEBSITE IS AT THE USER'S OWN RISK, THE WEBSITE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

LACROIX DOES NOT PROVIDE ANY WARRANTY, IN PARTICULAR, WITHOUT THIS LIST BEING EXHAUSTIVE, OF CONFORMITY, NON-INFRINGEMENT, SUITABILITY FOR A PARTICULAR USE OR REQUIREMENT, QUALITY, ACCURACY, COMPLETENESS, RELEVANCE, PERFORMANCE, ACHIEVEMENT OF ANY RESULT, GAINS IN PRODUCTIVITY, RELIABILITY, MERCHANTABILITY, AVAILABILITY, SECURITY, COMPATIBILITY WITH ANY EQUIPMENT (COMPUTER, LAPTOP, TABLET, ETC.) OR SOFTWARE OR NETWORK, ABSENCE OF ERRORS, MALFUNCTIONS, AND BUGS.

No LACROIX employee or agent is authorized to grant a warranty of a different or broader nature than that mentioned in these GTU LACROIX cannot be held liable for damage of any kind that may result from an exclusion of warranty.

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12. LIMITATION OF LIABILITY

In general, You agree and acknowledge that Your use of the Website, including the information You disseminate, is carried out under Your sole and entire responsibility. You may discontinue Your use of the Website at any time and You remain responsible for Your previous use at any time. You agree to hold LACROIX harmless against any recourse or claim of any kind by third parties resulting from Your use of the Website.

To the fullest extent permitted by applicable law (i) the User is solely responsible for the consequences of its use of the Website, the use of the results provided by the Website and the decisions taken as a result of its use of the Website and (ii) LACROIX cannot be held liable for any damage of any kind that may result.

By using the Website, You agree not to act in a way that is harmful or has the effect of causing damage to LACROIX's image, interests or rights.

LACROIX SHALL NOT BE LIABLE OR BE REQUIRED TO COMPENSATE YOU FOR ANY DIRECT OR INDIRECT DAMAGE, INCLUDING LOSS OF DATA, PROFITS, PROFIT, EXPLOITATION, LUCK AND CUSTOMERS, LOSS OF PROFITS, DAMAGE TO REPUTATION, DAMAGE TO YOUR EQUIPMENT, SOFTWARE, IT INFRASTRUCTURE, INFORMATION SYSTEMS AND NETWORKS AS WELL AS SPECIAL, PUNITIVE AND CONSEQUENTIAL DAMAGE THAT MAY RESULT FROM YOUR USE OF THE WEBSITE IN VIOLATION OF THESE TOS OR THAT MAY RESULT FROM AN EXCLUSION OF WARRANTY, DUE TO A THIRD PARTY OR ANY FACT OUTSIDE THE REASONABLE CONTROL OF LACROIX.

Where additional terms and conditions of a third party are enforceable against You, You must exercise Your claim, remedy or demand for damages directly against that third party.

13. FORCE MAJEURE

LACROIX shall not be liable in the event of default or delay in the performance of one or more of its obligations under these GTU resulting from (i) a force majeure event as defined by the applicable law or the competent courts, or (ii) one or more of the following causes: a strike (announced or not), war (declared or not), rioting, and act of government, an act of terrorism, a natural disaster (fire, flood, earthquake, etc.), a pandemic, a power failure, an interruption of public services, a telecommunication blackout, or a cyberattack.

14. SEVERABILITY

If any of the provisions of these GTU is deemed null, illegal, or unenforceable, the other provisions shall remain in full force and effect, and the relevant provision shall be amended by LACROIX so as to make it applicable and effective to the greatest extent possible, in order to implement LACROIX's initial intention.

15. NO WAIVER

LACROIX's failure to require or avail itself of the enforcement of any of the provisions of these GTU, shall not affect its subsequent right to apply this provision or any other provision of these GTU, and shall not be interpreted as a waiver of the obligation in question.

16. ELECTRONIC EVIDENCE

For evidentiary purposes, logs, activity and connection logs, registers, data, files, records, electronic writings in any form, are enforceable between LACROIX and the User.

17. GOVERNING LAW – DISPUTES

The interpretation and performance of these GTU are subject to the laws of France, without regard to conflicts of laws principles to the exclusion of any other legislation, the place of provision or use of the Website.

ANY DISPUTE RESULTING FROM THE INTERPRETATION AND/OR PERFORMANCE OF THESE GTU THAT CAN NOT BE SETTLED AMICABLY BETWEEN THE USER AND LACROIX WITHIN THIRTY (30) DAYS, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF NANTES (FRANCE).



The foregoing paragraph shall not prevent the right of LACROIX or the User to seek the implementation of any precautionary measure or emergency procedure that LACROIX or the User may undertake, in any court having competent jurisdiction in any country, or restrict or limit such a right in any other way. This stipulation shall remain in force after the termination of the right of use of the Website granted to the User.

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