

General terms and conditions of use of the site

<https://treasurebox.theshakercompany.com/>

Preamble :

The present general conditions of use are concluded between :

- The manager of the website, hereinafter referred to as the "Publisher",
- Any person wishing to access the site and its services, hereinafter referred to as "the User".

Article 1 - Principles

The purpose of the present general conditions of use is to provide a legal framework for the use of the theshakercompany.com website and its services.

The website <https://treasurebox.theshakercompany.com/> is a service of :

- The Shaker Company
- Located 23 rue d'Issy 92100 Boulogne Billancourt, France
- URL address of the site: <https://treasurebox.theshakercompany.com/>
- E-mail: ludovic.hacopian@theshakercompany.com
- Phone number: +33 (0)624925803

The general conditions must be accepted by all Users, and their access to the site constitutes acceptance of these conditions.

Article 2 - Evolution and duration of the GTCU

These general terms and conditions of use are concluded for an indefinite period of time. The contract takes effect with regard to the User from the start of use of the service.

The <https://treasurebox.theshakercompany.com/> website reserves the right to modify the clauses of these general terms of use at any time and without justification.

Article 3 - Access to the site

Any User with internet access can access the

<https://treasurebox.theshakercompany.com/> website free of charge from anywhere.

The costs incurred by the User to access it (internet connection, computer equipment, etc.) are not borne by the Publisher. The site and its various services may be interrupted or suspended by the Publisher, in particular during maintenance, without prior notice or justification. The site includes a paid member area reserved for registered users. These users can access it using their login details. The services reserved for members are as follows: Personalised development path.

Article 4 - Responsibilities

The Publisher may not be held liable in the event of failure, breakdown, difficulty or interruption of operation, preventing access to the site or to one of its functionalities. The equipment used to connect to the site is under the full responsibility of the User, who must take all appropriate measures to protect the equipment and data, in particular from virus attacks via the Internet. Moreover, the User is solely responsible

for the sites and data he consults. The Publisher cannot be held responsible in the event of legal proceedings against the User:

- because of the use of the site or any service accessible via the Internet;
- because of the User's failure to comply with these general terms and conditions.

The Publisher is not liable for any damage caused to the User, third parties and/or the User's equipment as a result of his/her connection to or use of the site and the User waives any action against the Publisher as a result. Should the Publisher be subject to amicable or legal proceedings as a result of the User's use of the site, the Publisher may take legal action against the User to obtain compensation for all damages, sums, sentences and costs that may result from such proceedings.

The User is allowed to publish on the website

<https://treasurebox.theshakercompany.com/> :

- **comments**; The User undertakes to make comments that are respectful of others and the law and accepts that these publications may be moderated or refused by the Publisher, without obligation of justification. By publishing on the site, the User grants the Publisher the non-exclusive and free right to represent, reproduce, adapt, modify, broadcast and distribute its publication, directly or through an authorised third party. However, the Publisher undertakes to cite the member in the event that his publication is used.

Article 5 - Intellectual property

All technical documents, products, photographs, texts, logos, drawings, videos, etc., are subject to copyright and are protected by the Intellectual Property Code. When they are handed over to our customers, they remain the exclusive property of The Shaker Company, the sole owner of the intellectual property rights to these documents, which must be returned to it at its request. Our customers undertake not to make any use of these documents that may infringe the supplier's industrial or intellectual property rights and undertake not to disclose them to any third party, except with the express prior authorisation of the Publisher.

Article 6 - Hypertext links

The setting up by the User of any hypertext links to all or part of the site is strictly forbidden, except with the prior written authorisation of the Publisher, requested by e-mail at the following address: ludovic.hacopian@theshakercompany.com. The Publisher is free to refuse this authorisation without having to justify its decision in any way whatsoever. Should the Publisher grant its authorisation, this is in any case only temporary and may be withdrawn at any time, with no obligation to justify it at the Publisher's expense.

In any case, any link must be removed at the request of the Publisher. Any information accessible via a link to other sites is not under the control of the Publisher who declines all responsibility for their content.

Article 7 - Protection of personal data

Collected data

The personal data collected on this site are as follows:

- **opening an account:** when the user's account is created: surname; first name; e-mail address; telephone number; postal address ;
- **connection:** when the user connects to the website, the user records, in particular, his/her name, surname, first name, connection, use, location and payment data;
- **profile:** the use of the services provided on the website allows the user to fill in a profile, which may include an address and telephone number;
- **payment:** in the context of payment for the products and services offered on the website, the website records financial data relating to the user's bank account or credit card;
- **communication:** when the website is used to communicate with other members, the data concerning the user's communications are temporarily stored;
- **cookies:** cookies are used in connection with the use of the website. The user has the possibility of disabling cookies from the settings of his browser.

Use of personal data

The personal data collected from users is used to provide the website services, improve them and maintain a secure environment. More specifically, the uses are as follows:

- access and use of the website by the user
- management of the operation and optimisation of the website ;
- organisation of the conditions of use of the Payment Services;
- verification, identification and authentication of the data transmitted by the user;
- offering the User the possibility to communicate with other Users of the Website;
- implementation of user assistance;
- personalisation of the services by displaying advertisements based on the user's browsing history, according to the user's preferences;
- prevention and detection of fraud, malware (malicious software or malicious software) and management of security incidents;
- management of possible disputes with users;
- sending commercial and advertising information, according to the user's preferences.

Sharing of personal data with third parties

Personal data may be shared with third party companies in the following cases:

- when the User uses payment services, for the implementation of these services, the website is in relation with third party banking and financial companies with which it has concluded contracts;
- when the User publishes, in the free comment areas of the Website, information accessible to the public;
- when the User authorises the website of a third party to access his/her data;
- when the Website uses the services of service providers to provide user support, advertising and payment services. These service providers have limited access to the User's data, in the context of the execution of these services, and have a contractual obligation to use them in accordance with the provisions of the applicable regulations on the protection of personal data;
- if required by law, the website may carry out the transmission of data in order to pursue claims against the website and to comply with administrative and judicial procedures;
- if the website is involved in a merger, acquisition, asset disposal or receivership procedure, it may be required to dispose of or share all or part of its assets, including

personal data. In this case, users would be informed before personal data is transferred to a third party.

Sécurité et confidentialité

The website implements organisational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorised access. However, it should be noted that the Internet is not a completely secure environment and the website cannot guarantee the security of the transmission or storage of information on the Internet.

Implementation of user rights

In application of the regulations applicable to personal data, users have the following rights, which they may exercise by sending a request to the following address: ludovic.hacopian@theshakercompany.com.

- the right of access: they can exercise their right of access, to know the personal data concerning them. In this case, before implementing this right, the website may request proof of the user's identity in order to verify its accuracy.
- the right of rectification: if the personal data held by the website is inaccurate, they may request that the information be updated.
- the right to delete data: users may request the deletion of their personal data, in accordance with applicable data protection laws.
- the right to limit processing: users may ask the website to limit the processing of personal data in accordance with the assumptions set out in the RGPD.
- the right to object to the processing of data: users may object to the processing of their data in accordance with the hypotheses provided for by the RGPD.
- the right to portability: they may request that the website gives them the personal data provided to it to be transferred to a new website.

Evolution of this clause

The website reserves the right to make any changes to this clause on the protection of personal data at any time. If a change is made to this personal data protection clause, the website undertakes to publish the new version on its website. The website will also inform users of the change by e-mail, at least 15 days before the effective date. If the user does not agree with the terms of the new wording of the personal data protection clause, he has the possibility to delete his account.

Article 8 - Cookies

The <https://treasurebox.theshakercompany.com/> website may automatically collect standard information. Any information collected indirectly will only be used to track the volume, type and pattern of traffic using this site, to develop the design and layout and for other administrative and planning purposes and more generally to improve the service we offer you.

Article 9 - Applicable law

These general terms and conditions of use are subject to the application of French law. If the parties are unable to resolve a dispute amicably, the dispute will be subject to the jurisdiction of the French courts.