

Terms of Use

1st of January, 2023

Parfum Francis Kurkdjian, a “*société par actions simplifiée*” registered in the Paris Trade and Companies Register under the number 508343886 (hereafter “**PFK**”) with a capital of 113 140 euros, which registered office is located at 41 rue Etienne Marcel – 75001 Paris – France, markets through its website www.franciskurkdjian.com (the “**Website**”) perfumery and cosmetic products designed in the French perfumery tradition (the “**Products**”).

These terms of use (hereinafter the “**Terms of Use**”) apply to all orders for Products placed through the Website by consumers located outside EEA, except for USA, except for “special orders” or “customized” products, by end consumers. These Terms of Use complete Global-e’s terms of sale (hereinafter the “Global-e’s Terms of Sale”). Global-e is PFK’s partner for order, payment and delivery processes linked to orders placed on the Website by consumers located outside EEA.

It is specified that the Customer may, at any time, save or print the present Terms of Use by clicking the “Print/PDF” link, provided that he does not modify them and that a copy of the latter will be sent to him with the order confirmation e-mail.

PFK reserves the right to update the Terms of Use at any time. In the event of a change to the Terms of Use, the applicable Terms of Use are those in force at the date of the order and which are available in the order confirmation email.

Sales made through the Site are reserved for consumers (the “**Customers**”).

Given the prestigious nature of the Products, they are sold through a selective distribution network. Consequently, the Products may not be distributed or resold under any circumstances.

I. TERM OF USE AND CONDITIONS OF SALES

PFK has an agreement with Global-e (a French company having its registered office at 320 rue Saint-Honoré, 75001 Paris, France) allowing Global-e to act, as the merchant of record, in Global-e’s own name and on the behalf of PFK.

Global-e is the sales facilitation and fulfilment partner of PFK operating the e-commerce website (“Website”), where the products were made available to you for purchase through the Website and delivery to you (“Products”).

These Terms of Use complete Global-e’s terms of sale (hereinafter the “Global-e’s Terms of Sale”).

II. AVAILABILITY

The Products offered to sale by PFK are those presented on the Website on the day of the consultation of the Website by the Customer, within the limits of available stocks and according to the conditions of sale, in particular prices, specified on the Website.

PFK reserves the right to modify at any time and without notice the Products presented for sale on the Website as well as the conditions of sale of the Products.

PFK takes great care in the presentation and description of the Products. However, if substantial errors or omissions appear on the Website, PFK cannot be held responsible in any way. It is understood that the photographs illustrating the Products are only indicative and do not enter the contractual field.

PFK does not guarantee the availability of the products presented on the Website. If one or more Products are unavailable after an order has been placed, PFK will notify the Customer by email or telephone as soon as possible of the unavailability of the Product(s) and the possible cancellation of the order. In any case, PFK shall not be liable for any shortage of stock or unavailability of the Products.

III.TERMS AND CONDITIONS OF THE ORDER

By browsing the Website, the Customer has the possibility of becoming acquainted with the various Products offered for sale on the day of consultation of the Website.

Browsing the various pages of the Website does not commit the Customer to an order.

While browsing the Website, the Customer wishing to place an order may do so by following the procedure:

1.Ordering on the Website

To place an order on the Website, the Customer must be of legal age, have legal capacity and hold a credit card and/or a Paypal, Apple Pay account (depending on what is available on checkout). It is specified that the Products are intended for the personal use of the Customer, without any direct connection with the Customer's professional activity.

In the event of an order that appears abnormal, the order may be considered null and void and will not be taken into account. An order is considered abnormal when the Customer purchases more than 6 Products of the same reference.

To validate his order, the Customer must imperatively follow the following steps:

- **STEP 1: Identification and selection of the Product(s)**

The Customer must select one or more Products offered on the Website. On the product page, the Customer is offered to select an engraving service for a fee, which allows him/her to personalize the Product(s) with an inscription of his/her choosing.

The Customer then clicks on the "Add to cart" button, which appears next to each Product viewed.

By clicking on "Checkout", the Customer can see the items added to his/her cart and remove or add items at any time.

On the page relating to the basket, the Customer is invited, before finalizing the order, to enter a possible discount code.

The Customer then has the possibility of adding a gift message to the shipment.

By validating the basket (button "Proceed to checkout"), the Customer initiates the ordering process. It is up to the Customer to check the virtual basket and to modify, if necessary, the content of this basket and/or the desired quantities for each Product.

If he/she has not already done so, the Customer must then identify him/herself on the Website using her/his email address and password or create an account if it is his/her first order. He/She may also choose to order without creating an account. These procedures require the Customer to provide full contact details (title, surname, first name, billing address, e-mail address, telephone number, date of birth), as well as delivery address. The Customer undertakes to provide accurate information about his/her identity.

The Customer is then invited to tick the box "I have read and agreed on Terms & Conditions." And "I wish to receive Maison Francis Kurkdjian personalised communications. I authorise Maison Francis Kurkdjian to process my personal data to personalise the communications to my interests."

- Step 1/ Order Summary

A summary of the order will be displayed specifying the essential characteristics of the Products, the quantity and price of the Products,

- Step 2/ Billing address

The Customer is invited to check the order and to fill the billing address, and if necessary, rectify any errors or modify it.

The Customer is then invited to tick the box "I agree to receive information, special offers and promotions from Maison Francis Kurkdjian."

- Step 3/ Delivery address

The Customer is invited to choose the delivery address:

- Default (same as billing address)
- Collection Points (if available)
- Add an alternative delivery address

The Customer is invited to edit the delivery address to modify it if necessary.

Deliveries are made according to the Terms of Sale edited by Global-e.

The Customer is invited to check the order as well as the delivery and billing address, and if necessary, rectify any errors or modify it.

- Step 4/ Shipping method

The Customer is then invited to choose the method of shipping (depending on what is available in the shipping country).

- 5/ Payment

The Customer is then invited to choose the method of payment, which is only possible by credit card and/or a Paypal, Apple Pay account (depending on what is available in the shipping country). Payment by cheque or cash is refused.

The Customer will have to read the present Terms of Use and Global-e's Terms of Sale which will be available by means of a hypertext link and tick the box "I have read and I accept the Terms of Use and Terms of Sale".

Ticking this box implies express acceptance, without reservation, by the Customer of the Terms of Use and Global-e's Terms of Sale.

From the moment the Customer clicks on the "Pay and place order" button, the sales contract is considered definitively concluded. As soon as the order is validated, it is sent for processing.

2. Confirmation of the order by PFK

Following validation of the payment by the Customer, an email confirming the payment is sent to the Customer at the email address provided for this purpose.

An email summarizing the order is then sent to the Customer by PFK as soon as the order is registered.

To this end, the Customer formally accepts the use of electronic mail for the confirmation by PFK of the content of its order. This email, as an acknowledgement of receipt of the order, details all the essential conditions of the order, namely:

- the order reference;
- the date and time of the order;
- the payment method;
- the identity and contact details of the Customer;
- the nature, quantity and price of the Products purchased;
- the samples chosen;
- the delivery costs and methods;
- the total amount of the order (including delivery costs);
- information relating to the identity of PFK and its contact details;
- the Customer's rights and guarantees as set out in Global-e's Terms of Sale and the conditions, deadlines and procedures for exercising the right of withdrawal as set out in Global-e's Terms of Sale;
- the invoice issued by Global-e, proof of confirmation of payment.

The order confirmation e-mail mentions the right of withdrawal and includes the Terms of Use in PDF format.

IV. LIABILITY

PFK does not warrant that the Website will be available continuously, without temporary interruption, suspension, or error. Notably, PFK shall not be held liable for:

- interruptions or delays on the Website due to technical breakdowns, force majeure, the actions of third parties or any circumstances whatsoever, beyond its control;
- the impossibility for the Customer to access the Website temporarily, due to events beyond its control, such as computer breakdowns, interruptions in the telephone network, the Internet network or failure of the Customer's Internet reception equipment.

PFK shall not be liable for (i) the loss, alteration or unauthorized access to any personal data of the Customer, (ii) the accidental transmission of viruses or other harmful elements, resulting from access to the Internet or from e-mail transmissions.

Without limiting the scope of the other provisions of the Terms of Use, PFK shall only be liable in the event of proven fault which is exclusively attributable to it. In any event, liability shall be limited to direct damages only.

PFK reserves the right to suspend the operation of the Website.

PFK shall not be held responsible for the poor execution or total or partial non-execution of its obligations, if this is due either to the Customer, or to the unforeseeable and insurmountable act of a third party to the contract, or in case of force majeure. These events constitute a cause for suspension and/or extinction of PFK's obligations towards the Customer, without compensation to the Customer.

In the event of a partial return of Products, only the price of the returned Products will be reimbursed by PFK and not any delivery charges, provided that the Customer has benefited from the delivery service for the retained items and that the delivery charges do not change according to the volume ordered.

V.CONFIDENTIALITY AND PERSONAL DATA

PFK uses all means to ensure the confidentiality and security of the data collected from the Customer through the Website.

In accordance with the French law "Informatique et Libertés" of January 6, 1978, the Customer has the right to access, modify, rectify, oppose, and delete personal data concerning him. He may exercise this right by sending his request by e-mail to: dpo@franciskurkdjian.com.

All information relating to the confidentiality of personal data practiced by PFK is available in the "Privacy Policy" section of the Website.

VI. INTELLECTUAL PROPERTY

1.Intellectual Property Ownership

The trademark "Maison Francis Kurkdjian", the figurative trademark representing the monogram "FK", all other trademarks and logos related to PFK, registered or not, displayed on the Website as well as the domain name "www.franciskurkdjian.com" are the exclusive property of PFK.

The Website as a whole, as well as the elements of which it is composed (notably texts, soundtracks, software, animations, photographs, videos, illustrations, logos, and more generally any distinctive sign, etc.) constitute intellectual works protected by the provisions of the French Intellectual Property Code. The Website and its components are the exclusive property of PFK, which is the only party entitled to use the intellectual property rights and personality rights relating thereto, in particular trademarks, models, copyright and image rights.

2.Sanctions

The use of all or part of the Website, in particular by downloading, reproduction, transmission, representation or dissemination for purposes other than for the personal and private use of the Internet user for non-commercial purposes is strictly prohibited. Violation of these provisions shall subject its author to the penalties provided for both by the French Intellectual Property Code and by the French Civil Code.

3.Hypertext links

The creation of any hypertext links to any of the web pages or elements comprising the Website is prohibited, except with the prior written authorisation of PFK, which authorisation may be revoked at any time. All sites with a hypertext link to the Website or any of its components are not under the control of PFK and PFK therefore declines all responsibility (including editorial responsibility) for the access and content of these sites.

VI. APPLICABLE LAW AND JURISDICTION

These Terms of Use and the contractual relationship between PFK and the Customer shall be governed and construed in accordance with the laws of France unless local law is of public order or more favorable to the Customer. All disputes or differences that may arise in connection with or in relation to these Terms of Use, or in connection with the relationship between the Parties, shall be first submitted to a consumer mediator. In accordance with article L. 211-3 of the French Consumer Code, the Customer is also informed of the possibility of resorting, in the event of dispute, to the procedure of mediation through the mediation service of PFK which is the online mediation service of the CMAP (Mediation and Arbitration Center of Paris) accessible at the URL address: <http://www.cmap.fr/> or at the postal address: CMAP (Service Médiation de la Consommation) - 39 avenue Franklin D. Roosevelt - 75008 Paris. The Customer can also fill in the form provided for this purpose directly on the CMAP website www.cmap.fr under the tab "you are: a consumer", then "fill in the dedicated online form" and send" his request. In order for the request to be admissible, it must include: the Customer's postal address, email address and telephone number as well as PFK's full name and address, a brief statement of the facts, and proof of the prior steps taken. A request must be made in writing to PFK's Customer Service Department prior to any request for mediation to CMAP.

Furthermore, at the European level, the European Commission provides the Customer with an online dispute resolution platform accessible at the following address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FiciR>.

The Customer is free to decide whether or not to resort to mediation and each Party is free to accept or not the mediator's proposed solution.

Should no amiable settlement be reached, any disputes will be submitted to and definitively settled by the Courts of France.