GENERAL TERMS OF USE

Preamble

The present general terms of use (hereinafter, the "**Terms of Use**") are intended to govern the conditions under which the company QUARTO INTERNATIONAL SAS (hereinafter, "**the Company**") makes available to internet users, prospects, and clients the website https://client.quartoglobal.com/en-gb (hereinafter, the "**Site**").

1. DEFINITIONS

The terms used below in these Terms of Use, whether singular or plural, shall have the following meanings:
"Terms of Use": refers to these general terms of use, which apply to any use of the Site by a User, including access to and use of the Webshop and the Client Area.
"Terms of Sale": refers to the Company's general terms of sale, accessible here.
"Client": refers to a client of the Company who places orders for products on the Site, in accordance with the Terms of Sale.
"Client Account": refers to the account created by the Client in accordance with these Terms of Use. The Client Account allows access to the Client Area and/or the Webshop.
"Client Area": refers to the Client's personal area associated with all data provided by the Client during registration. Access to the Client Area is via the Client Account using the Client's Credentials.
"Credentials": refers to the Client's email address provided during registration and the password chosen by the Client, necessary to access the Client Area and/or the Webshop.
"Site": refers to the Company's website accessible at the following URL: https://client.quartoglobal.com/en-gb. Where applicable, the Site includes the Webshop and the Client Area.
"User": refers to an authorised user of the Client, any prospect of the Company, or more broadly any visitor to the Site.
"Webshop": refers to the online store integrated into the Site, allowing the Client to request a Quote and/or place an Order.

2. PURPOSE

The purpose of these Terms of Use is to define the terms and conditions that each User agrees to comply with when browsing the Site and, where applicable, when logging into their Client Area and/or the Webshop.
The Terms of Use apply from the moment they are accepted by the User until the deletion of their Client Area or, if the User does not have a Client Area, for the duration of each of their visits to the Site.
Any use of the Site or the Client Area implies acceptance of these Terms of Use by the User. The Terms of Use supplement the Terms of Sale.

3. CREATION AND MANAGEMENT OF A CLIENT ACCOUNT

3.1 Creation of a Client Account

It is the Client's responsibility to ensure they have a device and an internet connection that allows them to browse the Site and create a Client Account.
To create a Client Account, the Client must (i) provide the requested information in the account creation form, (ii) choose their Credentials, and (iii) accept these Terms of Use. The Company only allows one Client Account per email address provided by the Client.
The information provided by the Client to the Company during the creation of their Client Account must be accurate, up-to-date, truthful, and not misleading. The Company reserves the right to ask the Client to confirm, by any appropriate means, the information provided.
The Client undertakes to promptly update this information in case of any changes, so that it always meets the above criteria. The Company cannot be held responsible for any consequences resulting from incorrect and/or incomplete information provided by the Client during the creation of their Client Account.
Once the Client Account is created, the Client can access their Client Area and/or the Webshop.
The Client may, via the Site, change their password. It is recommended that the Client chooses a sufficiently strong password, with at least 12 characters including uppercase, lowercase, numbers, and special characters. It is also advised that the Client changes their password regularly.
The Client can access their Client Area and/or the Webshop at any time using their Credentials.

3.2 Management of Credentials

The Client is solely responsible for the use of their Credentials and any actions taken through their Account. Credentials are strictly personal and confidential. The Client is solely responsible for keeping them confidential and must not share them with third parties. Any connection to the Site and/or Client Area and/or Webshop using the Credentials, as well as any product order placed on the Site in this way, is deemed to be made by the Client, with the Company's connection logs and records serving as proof.
In case of forgetting or losing their Credentials, the User can generate a new password via the procedure provided on the Site. In case of theft or fraudulent use of their Credentials, the Client must immediately notify the Company so that the Credentials can be disabled and the Client can generate a new password via the procedure provided on the Site. The Company disclaims all responsibility in case of use of the Client Area by a third party using the Client's Credentials.

3.3 Management of the Client Area and the Webshop

The Client Area allows the Client, depending on the permissions obtained when opening their Client Area or at any time thereafter, (i) to view the history of their orders placed with the Company, both online and offline, as well as invoices and related documents, (ii) to accept or refuse quotes sent by the Company, (iii) to access the Webshop to place online orders.
The Company reserves the right to refuse, at its discretion, the opening of a Client Area, notably for the following reasons: (i) the User is not the legal representative or employee of the Client; (ii) the Client is an individual and/or a consumer within the meaning of consumer law; (iii) certain information provided by the

Client is incorrect, falsified, or questionable.

3.4 Unsubscription / Closure of the Client Area and/or Webshop

The Client may request at any time that the Company close their Client Area and/or Webshop by sending an email to: rgpd.digital@jacquetmetals.com. In case of an obsolete email address, the Company reserves the right to terminate the Client's Client Area and/or associated Webshop.
The Company will deactivate the Client Area as soon as possible and will send the Client an email confirming the closure of their Client Area.
In any case, in the event of a breach by the Client of the Terms of Sale or these Terms of Use, the Company reserves the right to suspend and/or terminate their Client Area, without notice or compensation of any kind, and without prejudice to any sums the Company may claim from the Client as damages.
Furthermore, as the host of content that the User may upload via the Site, the Company reserves the right to delete any content that is contrary to applicable laws and regulations, under the same conditions.

4. USE OF THE SITE

The User is prohibited from: (i) any temporary or permanent reproduction of all or part of the Site by any means whatsoever, (ii) any dissemination, distribution, or direct or indirect provision of the Site for the benefit of a third party or the public, whether free of charge or for a fee, (iii) any translation, adaptation, arrangement, decompilation, or modification of the Site, particularly for the purpose of creating a similar website.
The Site must be used in accordance with its intended purpose and the provisions of these Terms of Use. Any use that does not comply with these Terms of Use may result in the closure of the Client Area without notice or compensation, and without prejudice to any damages that the Company may claim, especially in the event of harm to the Site or the Company's brand image.

5. AVAILABILITY AND ACCESS TO THE SITE

The Company strives to ensure optimal accessibility of the Site, including the Webshop and the Client Area, subject to security updates and technical maintenance periods. The User is informed of the technical risks inherent to the Internet and the possible slowdowns or interruptions in access that may result.
Furthermore, the User is solely responsible for the effectiveness of their internet connection. Consequently, the Company does not provide any commitment or guarantee of permanent availability or performance of the Site, nor of the retention of unfinished online orders. The Company has implemented state-of-the-art security measures regarding the User's data and orders; however, the User is warned of the risks inherent to Internet use, including cyberattacks. Therefore, the Company cannot guarantee permanent availability, performance, or security of the Site, which is provided under a best-efforts obligation.

6. USER COMMITMENTS

6.1 General Obligations

The User undertakes not to exchange and/or upload content on the Site that:
• Contains obvious or hidden advertising messages, including spam;
• Is false, rude, insulting, disparaging, defamatory, shocking, or pornographic, or contains images of nudity, or is contrary to current regulations;
• Infringes the rights of third parties (including intellectual property rights, privacy rights, and image rights);
• Contains viruses or programs that may affect the operation of the Site;
• Is a survey or chain letter;
• Is intended for the dissemination of political, ideological, or religious messages;
• Uses an offensive name or pseudonym for anyone;
• Is intended to degrade the conditions of use and may harm the rights and respect of other Users and the purpose of the Site.

6.2. Prohibited Behaviours

Behaviours that violate these Terms of Use are strictly prohibited.
Violation occurs, in particular and without limitation, when:
• The User intentionally provides invalid, misleading, incorrect, or incomplete data;
• The User opens more than one Client Area;
• The User deceives or attempts to deceive, especially by using mechanisms, software, or other scripts related to the use of the Site that may cause or cause disruptions in the operation of the Site;
• The User attempts or performs reverse engineering, decompiles, modifies, disassembles, and/or intervenes, especially for maintenance purposes, in applications, software, and computer codes related to the Site;
• The User attempts or acts to bypass, circumvent, modify, or influence encryption technologies, security measures, or data transmitted, processed, stored, and used by the Site. In this respect, the Company reserves the right to monitor the User's use of the Site and may implement tools to detect any attempt at fraud or unauthorised activity;
• The User intentionally causes a disruption/an error in the operation of the Site;
• The User uses the Site and its services to harm the Company or others in any way;
• The User uses the Site and its services for the benefit of a third party without the Company's consent;
• The User voluntarily or involuntarily violates current regulations, the Terms of Sale, the Terms of Use, or the Company's Privacy Policy.

7. INTELLECTUAL PROPERTY

The Site and its content (texts, images and visuals, videos, data, databases, illustrations and product descriptions, and software, without limitation) are the exclusive property of the Company, as well as all the Company's trademarks and logos within the meaning of the French Intellectual Property Code and applicable international agreements.
Any reproduction, representation, extraction, modification, distribution, or exploitation, in whole or in part, of the Site or any of its components, including product sheets, references, and illustrations presented on the Site, is strictly prohibited without the prior written authorisation of the Company. Any unauthorised reproduction of any element of the Site, as well as any extraction of product sheets or other data from the Site, is subject to legal proceedings, notably for infringement, unfair competition, or harm to the Company's

image.
Regarding the use of the Site by the User for the purpose of creating their Client Area and placing product orders on the Site, the Company grants the User a personal, non-exclusive, non-transferable, and non-assignable right to use the Site's functionalities in strict compliance with these Terms of Use, for the duration of the Terms of Use. Any other use of the Site is prohibited. The Company reserves the right to suspend or delete the User's Client Area in the event of proven or suspected fraudulent use by the Company, without notice or compensation.

8. PERSONAL DATA

The opening of a Client Area and, more generally, the use of the Site involves the collection and processing by the Company of personal data of the User, in accordance with Regulation (EU) 2016/679 dated 27 April 2016 and the amended French law no. 78-17 of 6 January 1978.
For more information on how personal data is processed and the rights the User has regarding their data, the User is invited to consult the Company's Privacy Policy.

9. LIABILITY

The operation of the Site is provided under a best-efforts obligation. The User acknowledges that the characteristics and constraints of the Internet do not allow the Company to guarantee the security, availability, and integrity of data transmissions during their transit over the Internet.
The User is solely responsible for the devices and connections necessary for their use of the Site. It is up to each User to take all appropriate measures to protect their own data and/or software stored on their computer equipment, as well as their Credentials, against any breach.
Under these conditions, the Company is not responsible for any malfunction, inability to access, or poor conditions of use of the Site attributable to unsuitable equipment, internal malfunctions of the User's internet service provider, network congestion, or any other reasons outside the Company's control.
The disclosure of illegal content (e.g., photographs, videos, statements) by the User in the context of using the Site may result in their criminal and civil liability. In this respect, the User indemnifies the Company against any administrative, criminal, or civil proceedings, and any out-of-court disputes based on such exchanges of content initiated, even partially, by the User.
The fact that the Company does not invoke a breach by the User of any provision of these Terms of Use shall not be interpreted as a waiver of its right to invoke such a breach in the future.
Furthermore, neither Party can be held liable for any loss or damage originating from delay or non-performance of its obligations under the Terms of Use due to force majeure or fortuitous event as defined by Article 1218 of the French Civil Code and case law, provided that the occurrence of such an event is promptly notified in writing to the other Party, specifying the impact of this event on the estimated duration during which it will affect the performance of these Terms of Use. Expressly, events considered as force majeure are those usually recognized by the case law of French courts and tribunals.
In the event of a dispute, the Company may validly administer, as evidence, the Site's connection and transmission logs, which alone shall be deemed authoritative, as acknowledged by the User.

10. MODIFICATION OF THE TERMS OF USE

The Company may modify the Terms of Use at any time. The User will be informed of these changes by any means before their effective date. The modifications to these Terms of Use become binding from the moment they are accepted by the User.
If one or more provisions of the Terms of Use are declared null and void by application of a law, regulation, or following a final decision by a competent court, the other provisions will retain their full force and effect.
These Terms of Use are accessible at any time upon request and will prevail, where applicable, over any other conflicting document.

11. MISCELLANEOUS

These Terms of Use are written in French. In case of any contradiction with versions translated into another language, the French version shall prevail.
In the event of a dispute, the Parties will endeavour to reach an amicable agreement before any legal proceedings or judicial action.

ANY DISPUTE RELATING TO THE TERMS OF USE, NOT RESOLVED AMICABLY BETWEEN THE COMPANY AND THE USER, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF LYON.

12. CONTACT

For any questions regarding these Terms of Use, you can contact us at the following address: rgpd.digital@jacquetmetals.com

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