

Terms and Conditions VERTDEVIN

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These Terms and Conditions govern the relationship on the one hand between:

The Company VERTDEVIN

VERTDEVIN SAS with a capital of 3500 euros registered in the RCS of Bordeaux under the SIRET number 814.870.747.00015 with its registered office at 49 rue Guynemer, 33200 Bordeaux, FRANCE.

Publisher Site and Affiliate magazine vertdevin.com

Hereinafter referred to as "Seller"

And, secondly its Customers, Private or Commercial, people wishing to purchase on the online boutique or wishing to purchase in person.

Hereinafter referred to as "Client"

I. Preamble

The website in its entirety and magazines, are the property of the Company VERTDEVIN SAS. All texts, comments, works, illustrations and images reproduced on this site and on the magazine are reserved under Copyright as well as Intellectual Property around the world. Any reproduction, full or partial of text, photos, graphic designs and website, is always subject to the authorization of the owners. As such and in accordance with the Code of Intellectual Property private use is allowed.

However, hypertext links to the site are authorized without specific requests. The use of tasting notes is also permitted under two conditions: the mentioning of the source VERTDEVIN and, sending an email to contact@vertdevin.com to inform of this use.

The website and the contractual information are presented in French and English languages.

II. Field of application

These Terms and Conditions govern all transactions conducted on the website and in physical presence between the Company SAS VERTDEVIN and individual or professional customer.

These Terms and Conditions are concluded between VERTDEVIN, and any individual (Customer) wishing to purchase on the website or from a business offer document: electronic or telephonic.

Anyone wishing to use a Service on the website, or to make a purchase states having full legal capacity to do so.

The act of buying an online subscription offered under the conditions defined hereinafter, implies full, total and unreserved adhesion of the Client to these Terms & Conditions, which

represent the entire agreement between the Client and SAS VERTDEVIN .

VERTDEVIN SAS offers users the possibility to subscribe or offer a subscription to its publications (paper and digital version), and also to buy access to a Premium space. The Client does not have the opportunity to separately purchase the numbers of paper or digital magazines. They neither have the opportunity to subscribe only to premium space, the subscription offer and Premium subscription are inseparable offers. Customer can purchase them by contacting the subscription service or the magazine (s) concerned by sending a letter and making the payment.

III. Accepting the Terms and Conditions

a. Terms and Conditions for private individuals

The mere fact of placing an order or accepting an offer implies accepting these Terms and Conditions, which can be modified at any time without notice by VERTDEVIN SAS , thus the changes are applicable to any subsequent purchase .

The customer acknowledges, prior to placing the order, being aware of all the Terms and Conditions of this document. They also acknowledge having the legal capacity to enter into this contract.

These Terms and Conditions prevail over all other conditions contained in any other document, unless explicitly exempted in writing by VERTDEVIN SAS.

b. Terms and Conditions for Professionals

Offer for professionals includes VERTDEVIN magazine subscription for a period of one year and an advertising space. The latter is 1/6 of a page size. This advertising can be done only on the magazine. The magazine issue in which this advertising will take place will only be the choice of VERTDEVIN SAS. The Company reserves the right to refuse any advertisement without having to justify the refusal. no refund can be requested by client in case of refusal of advertising by the magazine. This offer does not include the creation of advertising.

The mere fact of placing an order or accepting a "Business offer" implies the full Accepting the Terms and Conditions. These conditions can be modified at any time without notice by the Company VERTDEVIN SAS, the changes are applicable to any subsequent purchase.

The customer acknowledges, prior to placing the order, being aware of all the Terms and Conditions of this document as well as the document for professionals. He also acknowledges having the legal capacity to enter into this contract.

These Terms and Conditions prevail over all other conditions contained in any other documents, unless explicitly exempted in writing by VERTDEVIN SAS.

1. General Terms and Conditions related to advertising included in "Professional offer"

Any subscription of an offer for professionals constitutes Accepting the following Terms and Conditions of advertising:

1. The signatory states have the authority to commit to the designs
2. The appearing advertisement is under the sole responsibility of the owner
3. The advertising network is provided by VERTDEVIN SAS - 49 rue Guynemer, 33200 BORDEAUX - France
4. The representative cannot claim any affiliation with the parent body.
5. The publisher, VERTDEVIN SAS may refuse any ad insertion that it would find to not be appropriate, and without having to justify the reasons.
6. The publisher / the manager may have to change the current rates without delay, even for a current order in the case of one or the other unforeseen situations (paper shortage, significant increase in its prices, changes in economic conditions, etc ...) included
7. All applicable current or future taxes are the responsibility of the advertiser
8. This insertion order may not be annulled, except in cases of force majeure and acceptance by VERTDEVIN SAS
9. The prices are meant for technical elements used directly. All expenses incurred in the preparation of advertisements, offset films, text, or other models will be invoiced at an available rate on request from VERTDEVIN SAS.
10. All advertisers are required to provide texts, photographs and advertisements to be inserted on time. Otherwise, VERTDEVIN SAS after a formal notice which if remains without effect, will simply insert in the space provided for this advertising, with a general formula as: customer details, brand name, or the words "placeholder "
11. Any complaint must, under penalty of forfeiture, be made in writing and by registered letter within 2 weeks of sending the proof.
12. The publication date is given for information only and cannot be considered as a contractual clause.
13. If the advertiser fails to comply with any of their obligations, as in the case of non-payment of an invoice arising from the order and within the set deadlines, VERTDEVIN may, after a formal notice by registered letter which remains unanswered in the fortnight it was sent, delete the future inlays. The amounts previously paid to the company remain acquired, and without prejudice to any claim of any other damage by VERTDEVIN and all justified interests. In all cases, the remaining amount under the contract will remain payable.
14. Any dispute will be the exclusive jurisdiction of the Bordeaux Commercial Court whatever the country of origin of the advertiser.
15. The applicable law is French law, whatever the country of origin of the advertiser and the destination of the service.

IV. Orders and personal information

Contractual information is presented in French on this document. A consultative version, but without any legal value is also available in English.

The automatic registration systems are considered as proof of the nature, content and date of the order.

The seller confirms accepting the customer's order by sending an email on the email address provided by him. The sale will be concluded only after the confirmation of the order.

The confirmation of the order tells the customer that their order has been taken into account. It does not imply that the product ordered is available.

The seller reserves the right to cancel any order from a customer with whom there is a dispute over payment of a previous order, this without deadline limitations.

The information statement to the buyer when placing the order is: if there an error in the address of the recipient in particular, the seller cannot be held responsible for failure in delivery

The customer must provide the required data during the registration process in the required fields of the questionnaire indicated by an asterisk to benefit from one of the Services offered by VERTDEVIN SAS and specially to place the order on the website. In the case of the lack of reply your registration on the site would not be done and you would not be able to benefit from the Services.

All orders are for the private use of customers. Clients or recipients of products are strictly forbidden from partial or complete resale of products. Any public distribution without the express authorization of the VERTDEVIN SAS is prohibited.

During the validation process of the order VERTDEVIN SAS at any point of time may request any additional information that it seem useful to ensure the accuracy and support of all the collected personal data.

V. Delivery of Orders

The products are delivered to the address specified by the customer when ordering.

Delivery is made by courier, by post or by international postal services in standard Press postage whatever is the country of destination.

The maximum delivery time of products, from the publication date is set at 60 days for metropolitan France.

The possible delays do not entitle the buyer to claim damages.

The goods always travel at the risk of the recipient.

Situations of force majeure such as war, exceptional circumstances beyond the control of VERTDEVIN SAS like fire, strikes, accidents, inaccessibility by postal services and the impossibility of being supplied exempt the seller from their obligation to deliver the products

The Company VERTDEVIN SAS will deliver the order at a single delivery point.

VI. Availability of ordered magazines

Magazines and products are offered subject to availability.

In case of unavailability of a product the customer is notified by email, telephone or by a postal letter within a maximum period of 30 days. An alternative will be offered by the seller. If this is refused by the customer the corresponding amount of the value of the unavailable product will be refunded to them.

VII. Verification of delivered magazines

In case of apparent defects making the normal use of magazine impossible the customer has a right to return it.

Any complaints about defects or non-compliance of the product delivered must be notified by registered letter and sent to customer service within 8 working days from receipt of the product by the customer. The request must be supported by photographs depicting the fault. In case of exchange or refund, defective products must be returned in the original packaging, intact and whole at the following address:

VERTDEVIN SAS, 49 rue Guynemer 33200 Bordeaux, FRANCE.

The shipping expense of the return will be paid by the customer.

The client can also contact customer service by email: contact@vertdevin.com

Failing to complain within the period of 8 working days from receipt of the order, delivered products will be deemed compliant and accepted by the customer.

VIII. Prices

The prices indicated on the products are in euros all taxes included (VAT), excluding any investments for processing and mailing costs, and excluding costs of connection or communication that lie with the customer. When appropriate (English-speaking visitors) prices can be expressed in Dollars or Pounds Sterling.

The prices invoiced are the current prices at the time of placing of the order. The final price of the order includes the price of products and transport costs, it is all taxes included (VAT).

a. Orders outside France

In case of order to a country other than metropolitan France, the customer will be the importer of the products concerned.

For all products shipped outside the European Union and overseas territories of customs duties or other local taxes or import duties or State taxes may be liable to payment. These rights and sums are not the responsibility of the seller. They will be at the receipt of the product by the customer and under their full responsibility in terms of declarations and payments to the competent authorities and bodies of the country. The company exempts itself from any legal

liability of refund if the payment of taxes was not made by the customer. The seller reserves the right to change the price of its products at any time. However already ordered products will be invoiced based on rates in effect at the time of registration and validation of orders.

IX. Payment

All orders are payable in euros.

The indicated price is payable in cash, net and without discount at the time of subscription. Payment is made when ordering online by credit card. In the exceptional setting of a fair/exhibition the amount of subscription may be paid by check payable to the VERTDEVIN SAS.

a. Safety of bank payments on the website

The credit card payment is made through the payment and security system provided by CIC (Monetico Paiement). For payment by credit card, the customer enters his number in a specific form when placing the order.

This information is then transmitted to the vendor's server in a secure environment via SSL. The SSL protocol encrypts the data exchange between client and server.

The encryption ensures a high level of transaction security, guaranteeing the confidentiality of data provided by the customer.

VERTDEVIN SAS also commits thanks to banking tools available at the time of the order, to ensure the security and confidentiality of collected data required to process the order.

VERTDEVIN SAS does not at any time have the Customer's payment information. Securing this information is performed by the CIC (Monetico Paiement) bank system. Therefore VERTDEVIN SAS reserves the right to refuse an order for any incident or payment dispute.

For information about the bank details, the Customer must contact the CIC (Monetico Paiement).

VERTDEVIN SAS cannot be held responsible for any fraudulent activity in the used mode of payment.

b. Confirmation of Order

The order confirmed by the customer will be considered effective only when the payment centers concerned have given their consent. Before confirming the order, the Customer may at any time correct any errors in the input data.

To confirm the order, the customer must click on confirming purchase. After the order an acknowledgment email will be sent to the customer. This email will be sent to the email address entered in the order form. This acknowledgment implies Accepting the the order and validates the transaction. It is a proof of the transaction. In case of refusal by the above mentioned centers, the order will be canceled and the customer will be notified by email. If payment is made by check (exceptional setting, see above) the order will be confirmed upon Accepting the check by the bank mandated by VERTDEVIN SAS.

Unless reported requested time and exceptionally granted by the seller, the total or partial failure to pay will result without prior notice, the immediate payment of all remaining amounts

due, regardless of the mode of payment.

On the other hand, the failure of payment will result in without prior notice:

- The immediate stop of the magazine subscription
- The accrual of penalties for delay, the rate is the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 % calculated from the date of the initial maturity and up the day of full payment of the debt. All recovery costs of claims in delayed payment shall be borne by the debtor.
- Chargeability as a penalty clause of an indemnity equals to 10% of the amounts due in addition to any legal costs and in accordance with Article 1226 of the Civil Code.

In case of fraudulent use of a means of payment (credit card stolen, stolen check, etc.) the seller will be in no case liable.

VERTDEVIN SAS reserves the right to suspend and / or reject any client order with which it is in dispute in any capacity whatsoever, without the latter claiming for any compensation.

X. Right of Withdrawal

Under the terms of Article L 121-20 of the Consumer Code, in the event of the sale being carried out by correspondence, a client who is a non-professional buyer has a period of 7 days from the delivery of his order to return the products to the seller and demand a refund or an exchange. Magazines are excluded from this Right of Withdrawal when they have been opened. Concerning all sales of a product or service made to a professional, the latter has a period of 7 days to withdraw. The withdrawal must be made by registered letter.

In the case where the order is a product other than the magazine VERTDEVIN, the Right of Withdrawal is exercised by sending a registered letter with acknowledgment of receipt addressed to:

SAS VERTDEVIN - 49 Rue Guynemer, 33200 Bordeaux, France.

Products must be returned in perfect condition, without being used, in original packaging with all accessories and instructions. Verification of good condition will be the sole judgment of the VERTDEVIN SAS.

The packaging as well as the shipping costs of return shall be paid the customer. Only the price of the ordered products will be repaid by the seller.

XI. Litigation- Applicable laws

This contract is subject to French law.

Commercial products conform to the French legislation. The seller cannot be held responsible in case of noncompliance with the legislation of the country of product delivery.

The photographs and reproduced texts illustrating the products presented are not contractual; the seller is only committed to deliver a product in line with what was ordered. Therefore the seller cannot be held responsible in case of an error in one of these photographs or texts.

The seller cannot be held liable for damages of any kind, whether tangible or intangible property, which could result from a malfunction of an unreasonable use or misuse of the marketed products. The products must be used by a careful and diligent user. Seller's responsibility in any case will be limited to the amount of the order and they cannot be blamed for simple errors or omissions that may occur despite all precautions taken in presenting the products. Claims and disputes will always be received with attention, good faith is always presumed. In case of dispute, the customer should first contact the seller to arrive at an amicable solution.

Otherwise, in the case of a dispute with professionals and / or traders, the courts of Bordeaux (France) will be deemed competent. In the case of a dispute, French courts will have the only jurisdiction.

XII. Legal Information and Data Privacy

a. Data Privacy and data processing

Providing personally identifiable information collected for purposes of distance selling is mandatory. This information is essential for the processing and delivery of orders. Lack of information will result in the nullification of the order.

According to Data Protection Act of January 6, 1978, the processing of personal information about customers has been the subject of declaration with the CNIL. The customer has a right to access, modify, rectify and delete data which concerns him, which he can do by sending a registered letter to the seller at the following address:

VERTDEVIN SAS, 49 rue Guynemer, 33200 Bordeaux, France.

If the customer does not object, the information gathered during the order will be deemed fit to be transmitted to third parties contractually bound to the seller.

By registering on this site, you agree to disclose your personal data for the following purposes:

- Processing magazine orders
- Receiving newsletter VERTDEVIN
- Receiving promotional offers
- The eventual transfer of your personal data to third parties (business partners) for the provision of a requested service or benefit.

Unless written refusal on your part is sent to VERTDEVIN SAS this information may be used by third parties. Customer could end up receiving offers from other companies by e-mail. To do this simply make the request by clicking in the space provided for the personal information

b. Cookies

VERTDEVIN SAS informs you that "cookies" are scripted in your computer when you first visit the website vertdevin.com.

A cookie is a small file or a line of code that provides information to have a better understanding of traffic patterns on the website, such as the most popular pages of vertdevin.com, the most clicked links, to recognize when error messages are issued or, limit the number of times an ad is shown as well as to evaluate performance.

Cookies may also be required to have access to forms or to secure / private areas. This information is anonymous and is only intended to improve the experience and operation of the website. This is used to guarantee your comfort and navigation is in no case disclosed to third parties nor used for commercial purposes.

Some cookies allow the website to remember choices made (user name, language, personalized choices) or provide a specific requested services (e.g. your user name when you leave a comment on the articles) . The information collected by these cookies is not used for commercial purposes and does not follow you on other websites.

Please find more information on the topic by clicking on the following link:

<http://vertdevin.com/en/cookies-information/>

1. How to manage cookies?

If you do not want to use the cookies you should configure the Settings of your computer/ web browser in order to delete all cookies from websites. If you do not wish to modify the configuration of cookies simply continue your visit on the website.

For more information on how to delete or to disable all the cookies of your web browser, please consult the following page:

<https://support.google.com/accounts/answer/32050?hl=en>