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Terms and conditions for using the website www.lilylatifi.com

ARTICLE 1 - LEGAL NOTICES

The website www.lilylatifi.com is published by Lily Latifi, a joint stock company under French law with capital of €10,290.00, listed in the Paris Trade and Companies Register under the number 432 997 989, with its registered office at 11, rue des gardes 75018 PARIS.

The Publication Manager is Mrs Lily Latifi.

Contact: Mrs Lily Latifi

e-mail: info@lilylatifi.com

Tel.: +33 1 42 23 30 86

VAT no.: FR49 432 997 989

The website www.lilylatifi.com is hosted by OVH, a *société par actions simplifiée* [simplified joint stock company] with capital of €10,069,020.00, with its registered office at 2, rue Kellermann 59100 Roubaix.

ARTICLE 2 - PURPOSE

These terms and conditions of use are intended to determine the procedures for viewing and using the website www.lilylatifi.com (hereafter the "Site") by the User as defined hereafter.

The website is a display window intended to showcase the business of Lily Latifi, a company which publishes and markets textile solutions for interior design intended for businesses and the general public.

Viewing and use of the site are governed by these terms and conditions of use.

By viewing and using the Site, the User agrees to accept solely by its logging in to the Site these terms and conditions of use, with neither restriction nor reservation.

The Publisher of the Site reserves the right to modify unilaterally and at any time the content of these terms and conditions of use.

ARTICLE 3 - DEFINITION OF A USER

User means any person, whatever his/her position (business or private) who views or uses the Site or any of the services offered by the Site.



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ARTICLE 4 - INTELLECTUAL PROPERTY

The Publisher is the owner of the Site and of all elements of the Site, whether these be visual or audio, including the underlying technology; these elements are protected by the stipulations of the Intellectual Property Code.

4.1. Copyright

Graphic creations, texts, images, drawings, videos and the Site's graphic charter are intellectual works protected by intellectual property rights. The Publisher is the holder of the rights over these works.

Any partial or complete reproduction or communication to the public of the Publisher's works reproduced on the Site without the latter's prior permission in writing is a breach of copyright and renders the User liable to criminal and civil proceedings.

The Publisher authorises the downloading of a copy of the information into a temporary storage area purely for private viewing purposes, provided the User does not erase, delete, alter or modify the pages or the contents.

4.2. Trademark rights

The Lily Latifi trademark and all markings, whether figurative or not and, more generally, all other trademarks, illustrations, images and logos appearing on the site are the Publisher's exclusive property.

Any total or partial reproduction, modification or use of these trademarks, for any reason and on any medium whatsoever, without the Publisher's prior permission in writing, constitutes a breach of copyright. The same applies for any combination or conjunction with any other trademark, symbol, logo and, more generally, any distinctive sign intended to form a composite logo.

Any unlawful use of the Publisher's trademarks will render the User liable to criminal and civil proceedings.

4.3. Databases

Databases compiled by the Publisher are protected by the French Intellectual Property Code.

Without the Publisher's permission in writing, any reproduction, representation, adaptation, translation and/or modification, partial or complete, or transfer to another site are forbidden.

4.4. Hypertext links

A user who wishes to place, for a business or personal use, on his website, a single link referring directly to the Site, must ask the Publisher in advance for written permission.

In every case, any unauthorized link must be removed on first request from the Publisher.



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ARTICLE 5 – PERSONAL DATA

A User may, if he decides and if he wishes to contact the Publisher and/or register for the newsletter, enter his personal details in the "contact Newsletter" tab. In particular, communication of the following data is required: surname, first name, company, telephone number and email address.

This data is collected and processed mainly for customer management purposes and for prospecting customers, for promoting loyalty and for preparing sales statistics.

In accordance with the stipulations of the "*informatique et liberté*" act no. 78-17 of 6 January 1978 [the French Data Protection Act] relating to data files, data processing and individual liberties, the automatic processing of personal data made from the Site was declared to the National Committee for IT and Personal Freedoms (CNIL) under the number 1959331 v 0 dated 20 May 2016.

Assuming the User agrees to communicate individual personal data, he has an individual right of access to, withdrawal and rectification of this data under the conditions stipulated by the law no. 78-17 of 6 January 1978 relating to data files, data processing and individual liberties. The User must send any written request to the following postal address: 11, rue des gardes 75018 PARIS or: the following email address: info@lilylatifi.com.

The Publisher agrees to take technical precautions in order to preserve the secure storage of personal data and prevent it being corrupted, damaged or communicated to unauthorised third parties.

ARTICLE 6 – DATA CONCERNING COOKIES

The User is informed of the Publisher's ability to implement automated data collectors ("cookies") in order to identify the User and his successive visits to the Site and to improve the Service.

The cookie is a computer file, stored for a limited time on the hard disk of the User's computer. However, the User retains the possibility of blocking the recording of cookies by configuring his Internet browser

ARTICLE 7 - LIABILITY AND FORCE MAJEURE

The Site is accessible free of charge in any place to any User having Internet access. All costs incurred by the User to access the service (computer hardware, software, Internet connection, etc.) are his responsibility.

The Site uses all the resources made available to it to provide high quality access to its services. As the obligation is to means only, the Site does not guarantee this result will be achieved.



Access to the Site's services may at any time be interrupted, suspended, modified without notice for maintenance or for any other reason. The Publisher cannot be held liable for these interruptions, suspensions, modifications and resultant consequences for itself or for any third party.

Any event due to a case of *force majeure* resulting in a malfunction of the network or server does not render the Publisher liable.

ARTICLE 8 - TERM

These terms and conditions are signed for an indefinite term. They shall have effect for the User from commencement of use of the service.

ARTICLE 9 - Jurisdiction and competent court

These terms and conditions are governed by French law.

Failure by the User to obey any of the stipulations of these general terms and conditions of use and/or any difficulty relating to their performance, interpretation or validity will be submitted to the jurisdiction of the Paris Court of Appeal.