

GENERAL TERMS OF USE OF THE WEBSITE WWW.EMRYSLACARTE.FR

– Effective as of 01/08/2022 –

1.- Presentation of the Company

Emryslacarte.fr is a website published by the company EMRYS LA CARTE, a simplified joint-stock company with a variable capital of €215,960, registered with the Registry of Commerce and Companies of ANNECY under the number 803 856 764, with its registered office at 4 avenue du Pré de Challes 74940 Annecy-le-Vieux (hereinafter EMRYS LA CARTE).

EMRYS LA CARTE is a cooperative of solidarity consumers that offers a universal, multi-channel, and multi-brand loyalty program.

The website is hosted by the company AWS Service of Amazon France.

2.- Definitions

Services : Refers to the services offered by the Company on its Site or through its Application.

User : Any person registered on the site who benefits from the services offered by EMRYS LA CARTE.

Site : Refers to the internet site www.emryslacarte.fr.

Company : Refers to EMRYS LA CARTE.

3.- Purpose

These General Terms of Use (hereinafter CGU) aim to provide a legal framework for the terms of making the Site and the Services available and to define the conditions of access and use of the Services by the User. These CGU are accessible on the Site in the «CGU» section.

4.- Scope of Application of Terms of Use

These CGU exclusively apply between the company and any User of its Services. The Services are reserved solely for Users, to the exclusion of all other individuals.

Any registration or use of the Site implies the User's unconditional and unrestricted acceptance of these CGU.

When registering on the Site using the registration form, each User expressly accepts these CGU by checking the box preceding the following text: «I acknowledge that I have read and understood the CGU, and I accept them.»

In case of non-acceptance of the CGU, the User must refrain from accessing the services offered by the site.

The use of services automatically implies the application and full acceptance of the CGU in their version in effect on the date of use.

EMRYS LA CARTE reserves the right to update and freely modify the CGU at any time, after having previously informed the Users.

Any user who refuses the new version of the CGU as of its effective date will be required to cease using the Services.

Any modification will take effect from its publication on the Site and will only apply to Users using the Services after its effective date. EMRYS LA CARTE reserves the right to supplement the CGU with any specific conditions or other documents having contractual value, subject to prior notification to Users.

5.- The Site: Access, Registration, and Availability

5.1. Access to Services

The Company's Services are accessible through the website, subject to prior registration.

The Site is accessible at the following address: www.emryslacarte.com.

Access to the Services is done through a username and password. It also requires the User's acceptance of the CGU and CGV.

5.2. Registration

1. Anyone who wishes to benefit from the Services offered by EMRYS LA CARTE must be sponsored by a cooperative member to obtain the referral link that grants access to the Site.

2. An email address will be required and will then be subject to verification.

3. Once the address is validated, the User must complete a form. This form includes the following personal data: name, first name, phone number, and date of birth.

The User agrees to provide truthful and accurate information regarding their identity and contact information.

The User is responsible for keeping the provided information up to date.

It is important to note that these details can be modified by logging into their member account.

4. The User must choose a password to create their EMRYS LA CARTE individual member account.

To access the services, the User must log in using their username and password. In this regard, they must not disclose this information to others. Otherwise, they will be solely responsible for any unauthorized usage.

5. Prior to finalizing the creation of the member account, the User must accept the General Terms of Use. This acceptance will be completed by checking the designated box.

5.3 Service Availability

Any event arising from a case of force majeure resulting in a malfunction of the site or server, and subject to any interruptions or changes during maintenance, does not hold the Company liable. In such cases, the User agrees not to claim any compensation due to service interruption or suspension, even without prior notice.

The User has the option to contact the site through electronic mail via the contact email.

6.– Services

The Site provides the User with access to the services of the store and all other services offered by the cooperative.

These services may be supplemented and/or amended by the Company at any time.

7.– Guarantees and Responsibilities

7.1. Limitation of the Company's Liability

The Company makes its best efforts to keep the Application and the Site available at all times.

The Company is bound by an obligation of means concerning the Services offered, with no obligation to provide specific results.

The Company does not provide Users with any guarantee of Site and Application availability and cannot be held responsible in case of suspension, interruption, access difficulties, or unavailability of the Site or Application.

The Company also disclaims any liability for data loss or alteration, the occurrence of any computer bugs, or damages resulting from any fraudulent third-party intrusion on the Site, which in turn may result from intentional or unintentional User misconduct.

In any case, the Company cannot be held responsible for any indirect damages to a User, regardless of the cause. The Company is not responsible for the commercial offers of its partners or any consequences arising from or resulting from Users' acceptance of these offers.

The Company cannot be held responsible for any viruses that may infect a User's computer or any computer equipment as a result of usage, access, or downloads from this site.

The Company's liability cannot be engaged in the case of force majeure or the unforeseeable and insurmountable actions of a third party.

7.2. User Responsibility

The User must ensure the confidentiality of their password. Any disclosure of the password, in any form, is prohibited. The User assumes the risks associated with the use of their username and password, and the site disclaims all responsibility in this regard.

Every User is prohibited from causing harm to the Site in any way and from using it in a manner that is inconsistent with its intended purpose.

The User is solely responsible for the information provided to the Company and any necessary updates to that information.

Every User guarantees the Company against any third-party actions resulting from any breach of these Terms and Conditions, which they commit to abide by.

8.- Personal Data

In the course of providing the Services, the Company is required to collect and process the User's personal data.

The Site ensures that the User's personal information is collected and processed in compliance with privacy laws and regulations, particularly those stipulated by Regulation (EU) 2016/679 of April 27, 2016, concerning the protection of individuals regarding the processing of personal data and the free movement of this data (GDPR), Law No. 78-17 of January 6, 1978, relating to computers, files, and freedoms, in its current version, and Decree No. 2018-687 of August 1, 2018.

GDPR Compliance: For comprehensive information on the processing of personal data by the Company and the rights of Users, please refer to the privacy policy accessible on the Site, which specifies, among other things :

- the legal basis for collecting personal data
- the nature of the data collected
- the rights of Users
- the purposes of the processing.

9.- Cookies

The User is informed that during their visits to the site, a cookie may be automatically installed on their browsing software.

Cookies are small files temporarily stored on the User's computer's hard drive by their browser and are necessary for the use of the Site.

Cookies do not contain personal information and cannot be used to identify an individual.

A cookie contains a unique identifier generated randomly and is therefore anonymous. Some cookies expire at the end of the User's visit, while others remain.

By browsing the site, the User accepts these cookies. In the absence of acceptance, the User is informed that certain features or pages may be denied to them. The User can disable this cookie through the settings within their browsing software.

10.– Intellectual Property

The trademarks, logos, and all content on the site are protected by intellectual property laws and/or other rights held by the Company or for which it is authorized to use.

The User may not, under any circumstances, represent, reproduce, modify, publish, adapt, or exploit any elements of the Site without the Company's prior written authorization.

Any unauthorized representation, reproduction, modification, publication, adaptation, or exploitation constitutes an infringement and the responsibility of the author.

11.– Complaints

Any User can make a complaint related to the Site to the Company by sending a letter to the registered office: 4 avenue du Pré de Challes 74940 Annecy-le-Vieux. The Company commits to responding within a maximum of two months from the date of receipt of the complaint.

12.– Applicable Law and Competent Jurisdiction

These Terms and Conditions, of which the sole version established in the French language shall prevail, are governed and interpreted in accordance with French law.

Any dispute arising from the validity, interpretation, or performance of these Terms shall be subject to the competent French courts.

13.– Career Rank Billing

Career rank bonuses may be paid in accordance with the career rank bonuses defined by the compensation plan. By default, the bonuses are credited to the Member's purchase credit account on the 1st of each month following the period for which the bonus is due.

The Member has one month to bill their bonus, which will be transferred to their bank account. The invoiced amount, including tax, must correspond exactly to the specific bonus amount for the career rank. The amount must be available in the Member's purchase credit account upon receipt of the invoice, which must be in compliance with accounting and tax requirements.

The cooperative will reject any non-compliant requests in terms of taxation. Invoices under the self-employed regime are accepted.