



## TERMS AND CONDITIONS OF SALE - INTERNET

In effect on 02/01/2023

### ARTICLE 1 - Scope of application

These Terms and Conditions of Sale (hereinafter referred to as "T&Cs") apply without restriction or reservation to the purchase of the following services:

Access to the MGI Connect platform and its applications (depending on the selected product pack):

- MGI Approve
- MGI Dashboard

as offered by the Service Provider to the customers (referred to as "Customers" or "the Customer") on the website <https://shop.mgi-labs.com/>.

The main features of the Services are presented on the website <https://shop.mgi-labs.com/>.

The Customer is required to take note of them before placing any order. The choice and purchase of a Service is the sole responsibility of the Customer.

These terms and conditions are accessible at any time on the website <https://shop.mgi-labs.com/> and will take precedence over any other document.

The customer declares that they have read and accepted these terms and conditions by checking the relevant box before initiating the online ordering process on the website <https://shop.mgi-labs.com/>.

Unless proven otherwise, the data recorded in the provider's computer system constitutes proof of all transactions with the customer.

The provider's contact information is as follows:

MGI Digital Technology S.A

Capital of 6,246,480 euros

Registered with the RCS of Créteil, under number 324 357 151

4 rue de la méridienne, 94260 FRESNES France

telephone: +33 (0)1 45 21 06 60

Customs duties or other local taxes or import duties or state taxes may be payable. They will be the responsibility of and are the sole responsibility of the customer.

## **ARTICLE 2 - Price**

The services are provided at the prevailing rates listed on the website <https://shop.mgi-labs.com/>, at the time of payment registration by the provider, within a maximum of seven working days.

The prices are expressed in Euros, ex VAT and inc VAT.

The rates take into account any discounts that may be granted by the provider on the website <https://shop.mgi-labs.com/>.

These rates are fixed and non-adjustable during their validity period but the provider reserves the right, outside of the validity period, to modify the prices at any time.

The prices do not include processing fees, shipping, transportation and delivery fees, which are billed separately, under the conditions indicated on the website and calculated prior to placing the order.

The payment requested from the customer corresponds to the total amount of the purchase, including these fees.

An invoice is issued by the provider and handed over to the customer upon delivery of the ordered services.

## **ARTICLE 3 – Orders**

It is the customer's responsibility to select the services they wish to order on the website <https://shop.mgi-labs.com/> as follows:

access to the MGI Connect platform and its services, according to the selected package, for a duration of 1 year, starting from payment validation.

The sale will only be considered valid after full payment of the price. It is the customer's responsibility to check the accuracy of the order and to immediately report any errors.

Any order placed on the website <https://shop.mgi-labs.com/> constitutes the formation of a contract concluded at a distance between the customer and the provider.

The provider reserves the right to cancel or refuse any order from a customer with whom there is a dispute regarding payment for a previous order.

The customer can follow the progress of their order on the website.

## **ARTICLE 4 - Terms of payment**

The price is paid through secure payment, according to the following terms:

- payment by credit card

The price is payable in full by the Customer on the day the order is placed.

Payment data is exchanged in encrypted mode using the protocol defined by the approved payment provider intervening for banking transactions made on the website <https://shop.mgi-labs.com/>.

Payments made by the Customer will only be considered final after effective receipt of the sums due by the Service Provider.

The Service Provider will not be obliged to carry out the Services ordered by the Customer if the Customer does not pay the price in full in the above-mentioned conditions.

## **ARTICLE 5 - Supply of Services**

The services ordered by the customer will be provided as follows:

The said services will be provided within a maximum of seven working days from the final validation of the customer's order, under the conditions specified in these terms and conditions at the address indicated by the customer during his order on the site <https://shop.mgi-labs.com/>.

The provider commits to making its best efforts to provide the services ordered by the customer, as a means obligation and within the above-mentioned deadlines.

If the ordered services have not been provided within seven business days after the estimated delivery date, for any reason other than force majeure or the fault of the customer, the sale of the services may be resolved at the written request of the customer under the conditions provided for in articles L 216-2, L 216-3 and L241-4 of the Consumer Code. The amounts paid by the customer will then be refunded no later than fourteen days after the date of termination of the contract, excluding any compensation or withholding.

In case of a special request from the customer regarding the delivery conditions of the services, which have been accepted in writing by the provider, the costs related to this will be subject to a later additional specific invoice.

If the Services ordered are not explicitly challenged or claimed by the Client at the time of receipt, they will be deemed to be in accordance with the order, in terms of quantity and quality. The Client will have a period of fourteen days from the time the Services are provided to make claims by email, along with all relevant documentation, to the Service Provider. No claim will be validly accepted if the Client does not comply with these procedures and deadlines. The Service Provider will promptly and at their own expense refund or rectify the Services for which the Client has proven the lack of conformity.

## **ARTICLE 6 - The right of withdrawal**

According to the terms of article L221-18 of the Consumer Code.

The right of withdrawal can be exercised within fourteen days of the order, by postal mail addressed to the Service Provider at the postal or email addresses indicated in ARTICLE 1 of these T&Cs.

After this 14-day period, your refund will no longer be possible and your subscription will remain active until the end of the annual billing period.

In the event of the exercise of the right of withdrawal within the above-mentioned period, only the price of the ordered Services will be refunded.

The reimbursement of the sums actually paid by the Client will be made within 14 days from the receipt, by the Service Provider, of the notification of the Client's withdrawal.

## ARTICLE 7 - The Provider's Liability - Warranties

The Provider guarantees, in accordance with legal provisions and without additional payment, the Client, against any non-compliance or hidden defect arising from a defect in the design or performance of the Services ordered under the following conditions and modalities:

Provisions relating to legal guarantees

Article L217-4 of the Consumer Code

"The seller is bound to deliver a good that is in conformity with the contract and is responsible for any defects in conformity existing at the time of delivery. It is also responsible for any defects in conformity resulting from packaging, assembly instructions or installation when it has been charged with this by the contract or has been carried out under its responsibility."

Article L217-5 of the Consumer Code

"The good is in conformity with the contract:

1° If it is suitable for the usual use expected of a similar good and, if necessary:

- it corresponds to the description given by the seller and has the qualities that the seller has presented to the buyer in the form of a sample or model;

- it has the qualities that a buyer can legitimately expect in view of the public statements made by the seller, the producer or their representative, particularly in advertising or labeling;

2° Or it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the knowledge of the seller and accepted by the latter."

Article L217-12 of the Consumer Code

"The action resulting from the non-conformity shall prescribe two years from the delivery of the goods."

Article L217-16 of the Consumer Code

"When the buyer requests from the seller, during the course of the commercial warranty granted to him upon the acquisition or repair of a movable good, a repair covered by the warranty, any period of immobilization of at least seven days shall be added to the remaining duration of the warranty. This period shall run from the date of the buyer's request for intervention or the availability of the goods in question for repair, if this availability is later than the request for intervention."

In order to assert its rights, the Client must inform the Provider, in writing (by email or letter), of the existence of the defects or non-compliance.

The Provider will reimburse or rectify or have rectified (to the extent possible) the services deemed defective as soon as possible and at the latest within thirty days following the Provider's discovery of the defect or fault. This reimbursement may be made by bank transfer or check.

The Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Client.

The Provider cannot be considered responsible or failing for any delay or non-performance resulting from the occurrence of a case of force majeure usually recognized by French jurisprudence.

The services provided by the Prestataire through the website <https://shop.mgi-labs.com/> are in compliance with the regulations in force in France. The Prestataire's liability cannot be held in case of non-compliance with the legislation of the country where the services are provided, it is the responsibility of the Client, who is solely responsible for choosing the requested services, to verify.

## **ARTICLE 8 - Personal Data**

The Client is informed that the collection of their personal data is necessary for the sale of the Services and their implementation and delivery, entrusted to the Provider. These personal data are collected only for the execution of the service contract.

### **8.1 Personal data collection**

Personal data collected on the site <https://shop.mgi-labs.com/> are as follows:

#### **Account creation**

During the creation of the customer/user account: Names, first names, postal address, telephone number, and email address.

#### **Payment**

In the context of payment for services offered on the <https://shop.mgi-labs.com/> site, it records financial data related to the customer/user's bank account or credit card.

### **8.2 Recipients of personal data**

The personal data is used by the Provider and its subcontractors for the execution of the contract and to ensure the effectiveness of the service delivery, its implementation and delivery. The category of subcontractor(s) is/are:

- payment service providers.

The data processor is the Provider, as defined by the Data Protection Act and as of May 25, 2018 by the Regulation 2016/679 on the protection of personal data.

### **8.4 Limitation of Processing**

Unless the Client gives their express consent, their personal data will not be used for advertising or marketing purposes.

### **8.5 Duration of data retention**

The Provider will retain the data collected for a period of 5 years, covering the time of the statute of limitations for contract liability.

### **8.6 Security and confidentiality**

The Provider implements organizational, technical, software, and physical digital security measures to protect personal data against alterations, destruction, and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Provider cannot guarantee the security of the transmission or storage of information on the Internet.

## **8.7 Implementation of Customers and Users' Rights**

Pursuant to applicable data protection regulations, clients and users of the <https://shop.mgi-labs.com/> website have the following rights:

- They can update or delete their personal data by writing to [RGPD@mgi-fr.com](mailto:RGPD@mgi-fr.com).
- They can delete their account by writing to [RGPD@mgi-fr.com](mailto:RGPD@mgi-fr.com).
- They can exercise their right of access to know their personal data by writing to [RGPD@mgi-fr.com](mailto:RGPD@mgi-fr.com).
- If the personal data held by the provider is incorrect, they can request the update of the information by writing to [RGPD@mgi-fr.com](mailto:RGPD@mgi-fr.com).
- They can request the deletion of their personal data, in accordance with applicable data protection laws, by writing to [RGPD@mgi-fr.com](mailto:RGPD@mgi-fr.com).
- They can also request the transfer of data held by the provider to another provider.
- Finally, they can object to the processing of their data by the provider.

These rights, provided they do not conflict with the purpose of the processing, can be exercised by sending a request by mail or by email to the Data Controller, whose details are provided above.

The data controller must respond within a maximum of one month.

In case of refusal to comply with the client's request, this must be motivated.

The client is informed that in case of refusal, he may file a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or take legal action.

The client may be asked to check a box under which they agree to receive informational and promotional emails from the provider. They will always have the option to withdraw their consent at any time by contacting the provider (above contact details) or by following the unsubscribe link.

## **ARTICLE 9 - Intellectual Property**

The content of the website <https://shop.mgi-labs.com/> is the property of the Seller and its partners and is protected by French and international laws related to intellectual property.

Any total or partial reproduction of this content is strictly prohibited and may constitute a copyright infringement offense.

## **ARTICLE 10 - Applicable Law - Language**

The present T&C and the resulting operations are governed and subject to French law.

The present T&C are written in French. In the case where they are translated into one or more foreign languages, only the French text shall be binding in case of dispute.

## **ARTICLE 11 - Disputes**

For any complaints, please contact the customer service at the postal or email address of the Provider indicated in ARTICLE 1 of these T&Cs.