Easypara
Conditions of use

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EASYPARAPHARMACIE is a trademark registered with the French National Institute of Industrial Property (INPI) and the European Union Intellectual Property Office (EUIPO).

1.PREAMBLE

EASYPARAPHARMACIE Company is specialized in online sales and distribution of parapharmaceutical products, in particular, cosmetics, skincare and hygiene products, including hair and styling items, food supplements, medical equipment, via a dedicated consumer-oriented online sales platform accessible at the following address: https://www.easypara.co.uk/ (hereinafter “the Website”).

Access and use of the Website and its services are strictly reserved for private and personal purposes according to Article 2.

The Website is accessible in all the countries neither prohibiting nor generally regulating online pharmaceutical sales. Purchase of products, however, is reserved to users having a delivery address in mainland France, Corsica, Monaco and any other third country stated on the Website as a delivery address option. If products and services suggested on the website are in whole or in part prohibited or violating the User's national law, the latter may renounce access to them from his territory or any other territory where they are deemed prohibited or illegal.

These General Terms and Conditions of Sale (hereinafter "T&C") are governed exclusively by the French Civil Code and the French Consumer Code provisions.

Alongside with the online order, they constitute contractual documents enforceable for the parties, unlike other documents, prospectuses, catalogs and product photographs which are only indicative.

The Website reserves the right to modify these T&C, its editorial content and pricing, at any time and at its sole discretion, following its products' technical development and evolution of the legislation in force. Use of the Website, its products and services is therefore subject to the most recent version of T&C available and accessible to the public at the time of such use. The User is free to consult the T&C as often as he needs, print or save the latter on a durable medium.

When using the Website, the User may be subject to any directives or rules posted thereon and applicable to its services, which may contain other terms and conditions in addition to those stated in T&C. All such guidelines or rules are deemed to be included by reference in the present T&C.

The equipment enabling access to the Website is the User's sole responsibility, as are the connection costs incurred by its use. The Website is warning the User of the need for a secure internet connection using the medium of his choice.

2.PURPOSE AND CONDITIONS OF USE

The purpose of these T&C is to govern all commercial relations between the Website and its user having solely a consumer status (hereinafter " the User" or "the Customer").

When using the Website and, in particular, ordering a product, the User acknowledges being of sound mind and of full age. The User thus recognizes his capacity of contract signing and not being subject of any adult legal protection as defined in articles 425 et seq. of the Civil Code.

If the User does not fully agree with the T&C, he is not authorized to use the Website.

THE USER DECLARES HAVING READ THE PRESENT T&C IN THEIR ENTIRETY, FULLY AND UNCONDITIONALLY ACCEPTING OBLIGATIONS THEREOF. THE USE OF THE WEBSITE AND PURCHASE OF ITS PRODUCTS IMPLIES UNRESTRICTED ACCEPTANCE OF THE PRESENT T&C.

Any creation of an Account and / or purchase of a product on the Website constitutes an unreserved acceptance by the User of the T&C in force on the day of the order.

When using the Website and its services, it is strictly prohibited in particular to :

- Copy, modify or alter all or any part of the Website;
- Use the services in a way deemed unfair or insincere;
- Use the Website, whether partially or entirely, in a manner and / or for a purpose contrary to the laws and regulations in force;
- Collect personal or non- personal data in any form and for any purpose whatsoever;
- Infringe in any way whatsoever the rights of EASYPARAPHARMACIE, its Users or third parties;
- Make or utter comments or distribute in any form whatsoever content infringing the rights of others and in general any content contrary to the laws applicable in France;

- Contravene a legal or regulatory provision in force. The Website reserves a right to monitor User's compliance with the T&C at any time. Failure to comply with one or other of the provisions thereof automatically terminates the authorization to use the products and services offered, and may result in the Account's deletion.

Any infringement, lack of authorization, any reproduction or representation, modification, alteration, commercial use, whether partial or total, of the Website and its various elements is strictly prohibited and makes its author subject to legal proceedings.

These T&C do not confer to the User any right or authorization to reproduce, represent, modify, alter or use commercially all or part of the Website's elements or content.

3.PLACING AN ORDER

1.Account Creation

To place an order, the User must necessarily (1) have an Account, (2) expressly and fully accept the T&C using a checkbox at the moment of validating the payment method and (3) pay the price of the product ordered.

The creation of the Account requires prior registration by the User, providing certain mandatory and accurate information, in particular: last name, first name, e-mail and gender.

The number of Accounts per User is limited to ONE (1). The Website reserves the right to remove any duplicate or suspend any Account if the identity of its holder arises legitimate doubts.

The User undertakes to communicate only accurate, current and complete information. He guarantees its accuracy, sincerity and reliability at all times, from the moment of creating his Account and throughout its use. If he fails to do so, the User is solely responsible for the failure to update this information, in particular, in the event of an undelivered or incorrectly delivered order.

The User is solely responsible for the management and confidentiality of his authentication means (e-mail and password) which are personal and confidential. He alone bears the consequences resulting from a possible loss, disclosure, fraudulent or unlawful use of authentication means, the Website being in no way liable. The User undertakes to inform the Website without delay of any loss or eventual disclosure of his authentication means, proceeding immediately to the renewal of the above.

The Website reserves the right to suspend or block the User's access to the Account if the latter violates one or more of the T&C provisions or upon suspicion that his authentication means are compromised.

2.Terms of order

Any order implies acceptance of the price and description of the products available for sale.

The User undertakes to get familiar with the essential characteristics of the product (s) he wishes to order by consulting directly its description sheet, advice for use, composition, volume, price, any special deals, possible quantity limits (for more details - article 4) etc.

Delivery times and various carrier options and prices are indicated in the sections specially dedicated to this purpose: https://www.easypara.co.uk/fast-delivery.html

As to the right of withdrawal and legal guarantees, all information is available on the website and in the T&C, consultable at any time, in order to guarantee the User’s exercising his rights.

Whilst navigating the Website, the User may at all times access his basket until the validation of his order, in order to modify or cancel it, check the price and quantity of the products ordered. By clicking "ORDER WITH OBLIGATION TO PAY" button, the User declares having validated his order’s (BASKET) content and accepts all the T&C by means of a checkbox.

Having confirmed the order’s content and clicked "ORDER WITH OBLIGATION TO PAY" button, the User makes a final validation and payment. It is only final once the price of the above is received in full.

The order’s summary will be sent to the User via a confirmation e-mail, to the e-mail address he/she initially provided.

3.Unavailability of Special Deals and/ or Products.

Special deals offered by EASYPARAPHARMACIE are valid as long as they are visible on the Website and while stocks last.

In the event of the product’s unavailability after placing the order, an email will be sent to the User informing him thereof and suggesting other option (s) (partial delivery or cancellation and refund).

In accordance with the articles L.216-2 and L.216-3 of the Consumer Code, if the product is unavailable for longer than thirty days from the moment of placing the order, the User is to require the EASYPARAPHARMACIE by signed and registered mail to make a delivery within a reasonable time. Otherwise, the User has an option of canceling the transaction and being reimbursed (the value of unavailable products affected by cancellation) within 14 days of request.

4.PROVISIONS RELATING TO THE PRODUCTS SOLD

The User undertakes to get familiar with the products marketed by EASYPARAPHARMACIE and their essential characteristics before placing and confirming the order. He therefore makes an order under his sole responsibility and according to his previously determined needs. He acknowledges having made a voluntary and arbitrary choice of the product (s) being the subject of his order.

In addition, the User alone is competent to judge if the products ordered are compatible with his occasional or regular use. EASYPARAPHARMACIE is happy to offer its Website Users an online sale of parapharmaceutical products, in particular, cosmetics, food supplements and other parapharmacy essentials.

Products sold by EASYPARAPHARMACIE are not drugs, and can in no way be considered or assimilated to such, whether with or without a medical prescription.

Some products, such as injectables, require handling by health professionals. In this case, the User is explicitly informed of it, strictly adhering to the user conditions stipulated in the product sheet.

PLEASE NOTE: The sale of La Roche Posay, Vichy, Sanoflore, Skinceuticals, Kérastase and Décléor products is limited to Website Users established or residing in the European Economic Area, Switzerland, the United Kingdom (including the Channel Islands). The number of La Roche Posay, Vichy, Sanoflore, Skinceuticals, Kérastase and Décléor products is limited to SIX (6) identical items per day, per order and / or per User. Any order and / or delivery for a quantity greater than six (6) will be refused. Product sales are reserved for private persons for an entirely personal use and consumption.

Sale of all Pierre Fabre Dermo Cosmetics ranges (A-derma, Avène, Ducray, Elancyl, Klorane, Galénic, René Furterer) is limited to the European Economic Area. Any sale made outside of the latter shall be immediately reimbursed: Germany, Austria, Belgium, Bulgaria, Cyprus (Greek part), Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden, Iceland, Liechtenstein, Norway.

Sale of Caudalie products is limited to website users established or residing in the European Economic Area or in the European Free Trade Association Area (Norway, Switzerland, Iceland and Liechtenstein). Sale of Caudalie products is limited to four (4) identical items per day, per order and / or per person. Any delivery request greater than this number will be refused and the supplier will be informed thereof. Sales of products are reserved for private persons for their personal use and consumption and for the authorized distributors.

5.PRICING

All products marketed on the Website are limited to the United Kingdom and other countries available for delivery.

Special deals only apply within the limit of their validity period and availability.

VAT included in the price corresponds to a currently applicable legal rate. Selling prices mentioned on the Website are indicated, by default, in Pounds Sterling, all taxes included (or euros, depending on your choice). The price displayed on the Website does not include delivery costs. Other additional costs potentially applicable to the User are specified prior to the contract's signature.

Delivery costs are calculated excluding discounts and / or promotional codes mentioned on the Website. For more information on shipping costs, **please click here.**

The Website reserves the right to modify selling prices at any time. The products, however, will be invoiced based on prices and conditions valid at the time of placing the order.

WARNING: Due to Brexit, we inform you that all the orders of 135£ excluding VAT or more can be subject to customs duties. In this case, the fees will be at your own expense.
There won't be any possibility of refund if the packages are refused by the buyer because of customs duties.

CUSTOMS FEES : In the event of an order made from a country other than mainland France, the User is considered to be an importer of the product (s) concerned. For all products shipped outside the European Union and DROM-COM, in particular, to the **United Kingdom**, **customs duties, other local taxes, import or state taxes may be payable**. These amounts due do not come under the jurisdiction or responsibility of EASYPARAPHARMACIE. They shall be the User's sole responsibility in terms of both declaration and payment to the competent authorities of the country concerned. When placing an order via the Website as an importer, the User declares having fully and previously acquainted himself with the rates and customs conditions specific to his country. In any case, EASYPARAPHARMACIE is inviting all its Users to seek relevant information directly with the local authorities, before placing any order on the Website. In the event of the package not being collected or refused by the User (failure to pay customs fees), at the User's request, the order will not be refunded.

6.PAYMENT

Payment is made at the time of order validation:

- (1) by credit card (CB, Visa, EuroCard, MasterCard,) via a secure SSL payment platform provided by the third-party certifier Hipay or Daleynis, where the User enters directly his bank details,
- (2) via Paypal*, Amazon pay
- (3) by bank transfer.

***Easypara may offer eligible customers the option to pay for certain purchases in three instalments through PayPal Pay in 3.** PayPal Pay in 3 is a credit agreement provided by PayPal UK Ltd, separate from the purchase agreement with Easypara. This payment option is available to eligible UK residents aged 18 or over and is subject to PayPal's approval and eligibility requirements. The applicable terms and conditions, including the repayment amounts, payment due dates and any relevant charges, will be provided by PayPal before the customer enters into the credit agreement. **PayPal Pay in 3 is a credit agreement. Carefully consider whether the purchase is affordable and how you will make the repayments. Missing repayments may affect your ability to obtain credit in the future.**

For more details, please check : https://www.easypara.co.uk/payment-methods.html

EASYPARAPHARMACIE does not take any cash or check payment.

Under no circumstances shall the Website have access to the User's bank details. The amounts paid cannot in any case be considered a deposit or down payment.

In case of credit card payment, the debit takes place at the time of order validation.

The User guarantees having all the necessary authorizations for the selected payment method's personal use and sufficient funds for the payment order.

EASYPARAPHARMACIE reserves the right to suspend or cancel any order and / or delivery, regardless of the nature and stage of its processing, in the event of non-payment of any sum due by the User or payment incident.

Beyond a certain order amount (around 120 Euros) and / or for all orders with express delivery (DHL etc.), supporting documents (identity card and / or proof of address of less than three months) may be requested (for the purpose of verifying identity and a compliant and regular delivery) to finalize the validation of the order and authorize the delivery. The above supporting documents will be automatically destroyed upon receipt of the package and / or upon final receipt of the order payment.

Property rights: the products remain full and entire property of the Company until full payment of the price by the User.

7.DELIVERY

Preparation and delivery may only be processed once the order is confirmed, payment made by the User and taken into account by EASYPARAPHARMACIE.

Delivery is deemed finalized once the product is made available to the User and materialized in the control system used by the carrier.

1.Delivery address

Products are delivered to the address indicated during the ordering process. **The Website shall not in any way be held responsible for an error made in the delivery address or failure to claim the package from a postal service or collection point within the time limits.**

In the event of the above, any second shipment of the package will be the customer’s sole responsibility. He undertakes to contact the Website Customer Service. If no instructions are given by the Customer, the Website will proceed with a prompt refund, provided that the package and the products have been returned in a perfect condition for resale. Costs incurred by EASYPARAPHARMACIE for the package return will be deducted from the refund.

EASYPARAPHARMACIE shall not be held responsible for any consequences incurred by a delivery delay from the moment of the carrier handling the package.

2.Delivery times

Order preparation times are two (2) working days. Shipping time must be added to that, depending on the delivery method chosen by the User and indicated on the "DELIVERY INFORMATION" page. Shipping time in the United Kingdom is from 48 hours to 8 working days, excluding exceptional situations (in particular the COVID-19 pandemic).

Delivery times are also mentioned in the order's summary. They are only opposable subject to a full order payment by the User.

- **For orders paid by bank transfer:**

On top of the above shipping times, reception and processing of the bank transfer must be added (two to five days on average). If the bank transfer is not processed within five (5) days of placing the order, the latter shall be automatically canceled.

3.Delivery costs and times/terms

Delivery costs vary according to the delivery method chosen by the User and are indicated inclusive of all taxes. The User is to choose the carrier and the delivery method at his discretion. He is solely responsible for his choice and must therefore make himself available for the package collection .

7.4.Delivery terms

The User is informed of the order shipment by e-mail, stating terms of real-time delivery monitoring.

If the User or the order's recipient is absent during delivery, the carrier shall leave a transit advice note (paper, SMS, email, voice message) giving a sufficient time to collect the package according to the terms indicated therein. EASYPARAPHARMACIE cannot be held responsible for the means of communication or collection points chosen by the carrier.

After this period, the order shall be returned to the Website. The User may, if he wishes, define the conditions for a second shipping. Processing (return parcel billed by the carrier) and shipping costs for the new delivery shall be at the User's sole responsibility.

Without compromising the time available to the Customer under his right of withdrawal, the latter shall check shipments upon their arrival and make any justifiable comments and complaints, or even refuse the package, if it appears opened or bearing obvious damage. These comments and complaints must be sent to the carrier by signed and registered mail within three working days of the order's delivery. An email copy must also be sent to the Website, accompanied by photographs and any evidence.

4.Risk Transfer

Upon the parcel's delivery, the risk of loss or compensation for the goods is transferred to the User.

5.Delivery Problems

In the event of the order's **partial delivery**, the User shall be informed of the above by e-mail.

In the event of failure to deliver, the User is invited to contact the Website for an investigation to be initiated. He shall be kept informed by e-mail of the responses provided by the Post Office or any other carrier in charge of transport (generally within 14 working days). If the package is found, it will be returned to the User. In the event of a loss declaration, the Website shall immediately proceed with the refund formalities corresponding to the lost package (products and shipping costs).

In the event of a **delay or failure to deliver** for more than seven days from the date indicated in the "ORDER FOLLOW-UP" section, provided that this delay is not due to a force majeure within the understanding of the French law or to an unforeseeable and insurmountable fact of a third party, the User has the right to cancel his order.

Within 14 working days following the cancellation request by the User, the Website shall request a refund from the bank or recur to whatever payment method was used.

In any event, if a delivery problem occurs, the User is encouraged to contact Customer Service for a resolution before taking any further steps.

The User shall contact the Website to organize a second package delivery. Re-shipment costs remain entirely at his expense. The User shall also pay import taxes and / or customs duties, invoiced by the carrier, to obtain a new delivery. In the absence of contact and payment by the User of the above costs within a period of 15 days from the refusal of the first delivery, the sale shall be canceled and the sums paid remain property of EASYPARAPHARAMACIE. No refund shall be due to the User.

In any case, a refusal or failure to withdraw the package by the User cannot be classed as a delay or failure to deliver. He shall be considered at fault and therefore responsible for processing the costs (costs of returning goods and eventual customs fees).

Article 8 – Unique identification numbers in the National Producers' Register

Pursuant to Article L.541-10-13 of the French Environmental Code, the following unique identification number(s) have been assigned to **Easyparapharmacie**:

Graphic paper and packaging: FR463180_01HCWJ

These identifiers confirm that **Easypara** has fulfilled its registration obligations with the National Producers' Register for each of these product categories.

9. RIGHT OF WITHDRAWAL

1.General Principle

In accordance with article L.221-18 of the French Consumer Code, **the User has a period of fourteen (14) days from the day of receipt to exercise his right of withdrawal, without having to justify his decision or bear other costs than those provided for in articles L.221-23 to L.221-25 of the above Code.**

To exercise his right of withdrawal, the User shall complete and send the online form "RIGHT OF WITHDRAWAL", or send his request directly (provided it is unambiguous and specifies the products concerned) by e- email : customerservice@easyparapharmacie.com or by post: EASYPARAPHARMACIE, 47 boulevard René CASSIN - 06200 NICE. The User can also use the interface directly available from their account.

If the right of withdrawal is exercised within the time limits and following the required forms, the User shall receive an e-mail confirming receipt of his request and indicating the procedure to be followed for the product (s) return. In any case, the User has fourteen (14) days to return the products covered by the right of withdrawal from his request date.

The User shall be refunded for the full amount paid - excluding return costs which remain his sole responsibility and additional costs related to the delivery method chosen.

The refund shall be made no later than fourteen days from the date of the User's withdrawal notice. This refund date may be postponed until the parcel's recovery or proof of shipment provided by the User, reference date being the first one of the two.

Failing a contrary request, the refund shall be made with the same means of payment the User recurred to at the moment of paying for the order.

2.Exceptions

In accordance with the provisions of article L.221-28 of the French Consumer Code, for reasons of hygiene and health protection, **all products unsealed by the user after delivery and relating to cosmetics and personal hygiene (make-up, cream, varnish, shower gel, shampoo, lipstick, all sealed cosmetic products etc.), as well as those requiring special storage conditions (in particular, probiotics etc.) are excluded from the right of withdrawal.**

In addition, the User shall be reminded that the right of withdrawal does not apply in the following cases:

- Past the expiration of legal deadlines;
- In the event of non-compliance with all legal recommendations;
- In the event of products having been unsealed;
- If they are not suitable for resale;
- If they show signs of use;
- Products not covered by the right of withdrawal, namely hygienic, perishable and those requiring special storage (such as in particular but not limited to medical / injectable / self-test devices). The User shall be informed of the above in the product Description Sheet, before the validation of his Order.

In the event of returned products' depreciation - under the exercise of withdrawal right - resulting from manipulations other than those necessary to establish the nature, characteristics and proper functioning of the product (s), the Website may withhold a certain amount from the refund for the said depreciation.

In the event of excessive returns, EASYPARAPHARMACIE reserves the right to refuse any subsequent order.

10. YOUR LEGAL RIGHTS

10.1. Statutory rights

Products sold by the Site must be of satisfactory quality, fit for purpose and as described, in accordance with the Consumer Rights Act 2015.

10.2. Short-term right to reject

If a product is faulty, not fit for purpose or not as described, the User is entitled to reject it and obtain a full refund within thirty (30) days of delivery.

10.3. Repair or replacement

After this 30-day period, or where the short-term right to reject has not been exercised, the User is entitled to request a free repair or replacement of the product within a reasonable time and without significant inconvenience.

10.4. Price reduction or final right to reject

Where a repair or replacement is impossible, disproportionate, not carried out within a reasonable time, or causes significant inconvenience, or where one repair or replacement attempt has failed, the User is entitled to a price reduction or to reject the product and obtain a refund (subject to a deduction for use where applicable).

10.5. Burden of proof

Where a fault appears within six (6) months of delivery, it is presumed to have been present at the time of delivery, unless this is incompatible with the nature of the goods or the fault. After six months, the User must show that the fault was present at the time of delivery.

10.6. Time limit to bring a claim

Claims for breach of contract must generally be brought within six (6) years of delivery (England, Wales and Northern Ireland) or five (5) years (Scotland).

10.7. How to exercise these rights

For any request relating to these rights, the User should contact the Site via the "CONTACT US" section, by telephone on 0207 082 5229 or by email at serviceclient@easypara.com, during the hours indicated. Products must be returned in the condition in which they were received, with all their components, in packaging suitable for transport.

11. RESPONSABILITY

Product sheets presented on the Website provide general information on nutrition, diet, health and sport-related subjects according to the knowledge available.

EASYPARAPHARMACIE is happy to offer its Users an online sales service of parapharmaceutical products, in particular, cosmetics, food supplements and other parapharmacy goods. **Products sold by EASYPARAPHARMACIE are not drugs, and can in no way be considered or assimilated to such, with or without medical prescription, nor as part of a medical advice or diet suggestion.**

It is the User's sole responsibility to adapt the products chosen, advice and information used in their description to his eating habits, allergies, intolerances, health conditions, nutritional needs, sports activities, lifestyle, physical and respiratory capacities, morphology and doctor's recommendations if applicable. The Website does not guarantee their suitability in terms of use and end result for the user.

Despite the care, seriousness and thoroughness brought to the selection and processing of its information, the Website declines all responsibility for errors or omissions potentially contained in the description sheets of the above products. The essential product characteristics are indicated in writing in its description. The photographs provided do not constitute a characteristic thereof, but are only intended for the client to get a visual idea of the product he is purchasing.

The Client acknowledges that the photographs of the products provided by the website have no contractual value, and that his consent is not influenced by the said photographs since they do not reflect the characteristics of the products sold. The Client is therefore informed and acknowledges that any difference in packaging between the product delivered and its photograph featured on the website is beyond the control of EASYPARA and cannot in any case constitute a defect of conformity

IN NO EVENT SHALL THE WEBSITE BE HELD RESPONSIBLE FOR ANY INTERPRETATION OR USE OF THE CONTENT, INFORMATION AND PRODUCTS AS SUCH, CONSEQUENCES THEREOF, OR UNSUITABILITY OF THE PRODUCTS ORDERED TO THE USER'S NEEDS.

THE USER GENERALLY ACKNOWLEDGES THE PRODUCTS' USE TO BE UNDER HIS SOLE CONTROL, MANAGEMENT AND RESPONSIBILITY.

IF IN DOUBT, THE USER IS RESPONSIBLE FOR CONSULTING PROFESSIONALS COMPETENT IN THE FIELD OF NUTRITION, HEALTH AND SPORT.

Under these T&C, EASYPARAPHARMACIE shall not be held responsible for the non-performance attributable to the act of a third party, even if foreseeable, to the User's fault, occurrence of a force majeure as defined by French courts or any other event which was reasonably not within the exclusive control of EASYPARAPHARMACIE.

THE WEBSITE DISCLAIMS RESPONSIBILITY FOR ANY CONSEQUENTIAL DAMAGES CAUSED BY ITS USE. SHOULD THE WEBSITE'S LIABILITY BE ESTABLISHED AND RETAINED DUE TO A DAMAGE SUFFERED BY THE CUSTOMER, EXCLUSIVELY AND DIRECTLY WITHIN THE ORDER PLACEMENT, IT SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER. ANY CLAIM MADE BY A USER AGAINST EASYPARAPHARMACIE SHALL BE FORMULATED WITHIN TWELVE (12) MONTHS FOLLOWING THE OCCURRENCE OF THE EVENT HAVING ORIGINATED THE SAID CLAIM.

Use of the Website and its products implies User's knowledge and acceptance of particularities and limits relating to the Internet network, in particular, its reliability.

The User is informed that EASYPARAPHARMACIE may be required to temporarily interrupt access to the Website for technical reasons, in particular, maintenance. The User expressly accepts the above interruptions and waives any claim whatsoever in this context, regardless of their circumstances.

Under no circumstances shall the Website be held responsible for any network's problems, preventing a proper Website functioning, any deletion or loss of data, any consequence of a virus, bug, anomaly or computer failure, or generally any other damage caused to the computer or other equipment used by the Customer to access the Website - assuming this list is not at all exhaustive.

12. INTELLECTUAL PROPERTY

All texts, comments, illustrations, works, images, photographs, videos, description of products reproduced or represented on the Website are strictly under the copyright and subject of Intellectual Property (including industrial, literary and artistic property), with no exceptions. As such and in accordance with the Intellectual Property Code, private use thereof may be authorized under different, even more restrictive Code provisions. Any reproduction or representation of the Website and its elements listed above, whether total or partial, is strictly prohibited.

The company's denominations, brands and distinctive features and other features reproduced on the Website, their content and product descriptions, are protected by the trademark law. Any reproduction or representation of the Website and its elements listed above, whether total or partial, is strictly prohibited and must be subject to the prior written authorization given by the Website and / or the trademark holder.

The User namely is not allowed to perform :

- Permanent or temporary transfer of all or substantial (in terms of quality or quantity) part of the Website's content to another medium, by any means and in any form whatsoever;
- Public Reuse of a substantial part (in terms of quality or quantity) of the Website's content in any form whatsoever.

Redirection through a hypertext link to any other third-party website or page may only be done with the Website's authorization, provided there is no confusion in the User's mind as to the website's identity and source of information.

13. PERSONAL DATA

For full details on the processing and management of personal data, the User is invited to consult the Personal Data Processing Policy available at the following address: https://www.easypara.co.uk/protection-of-personal-data.html

14. PROOF OF ACCEPTANCE

In accordance with Article 1368 of the French Civil Code, the parties intend to set, within the framework of services, rules of acceptable evidence in the event of a dispute and its probative value. The following provisions thus constitute proof of acceptance between the parties that undertake to comply with the latter.

The Website and the User accept that in the event of a dispute, the data originating from any computer, telephone, digital or e-mail recording or any element transmitted by the User constitute proof of acceptance of these General Terms and Conditions, and a proof of the materiality of services provided by the Website through remote means (internet, telephone, SMS, telephone inquiries, connection logs, etc.). The Parties irrevocably accept that in the event of a dispute, the scope of these documents, information and records is identical to that of a hand-signed paper original.

Contracts signed on the Website (data relating to order placement and the T&C in force on the date of the said order) are archived for a period of ten (10) years. The user may require access to the archived contracts by e-mail: service.client@easyparapharmacie.com or by post at the address indicated in the present header.

15. MISCELANEOUS

If one or more provisions of these T & Cs are held invalid or declared as such based on a law, regulation or a final decision of a competent court, other stipulations shall retain all their force and scope.

The fact that one of the Parties does not invoke with the other Party a breach of an obligation referred to in these T & Cs cannot be interpreted for the future as a waiver of the obligation in question.

16. APPLICABLE LAW AND JURISDICTION

These general Terms and Conditions are subject to the legislation in force.

In the event of a dispute, the User may have recourse to a consumer mediator for its amicable resolution, following provisions of Article L.612-1 of the French Consumer Code. Having informed the Website of the above, the User is then free to refer to the Mediator's Service for any consumer dispute in need of a successful settlement: FEVAD (Federation of e-commerce and online selling) at the following address: 60 Rue La Boétie - 75008 Paris– http://www.mediateurfevad.fr.

The User may, at any time, consult his rights via the following link: www.legifrance.fr and www.cnil.fr.

In accordance with article 14 of the EU Regulation n° 524/2013, an Online Dispute Resolution platform has been set up by the European Commission, simplifying the independent out-of-court settlement of online disputes between the EU consumers and professionals. This platform is accessible through the following link: www.ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR.

Any dispute relating to the validity, interpretation, execution, non-execution of these Terms and Conditions governing the relationship between the Website and the User shall be submitted to the jurisdiction of the Aix-en Provence Court of Appeal, for summary proceedings and multiple defendants included.

CONFORMITY GUARANTEE - HIDDEN DEFECTS LEGAL GUARANTEE

Article L.217-4 of the Consumer Code

“The Seller is required to deliver goods in conformity with the contract and is liable for any lack of the above at the time of delivery. He is also liable for any lack of conformity resulting from the packaging, assembly and installation instructions if it was contractually under his charge or performed under his responsibility ."

Article L.217-5 of the Consumer Code

"To be in conformity with the contract, the good shall be:

- specific to the use normally expected of a similar good and, where applicable:

- correspond to the description given by the Seller and possess the qualities that the latter has presented to the buyer in the form of a sample or model.

- present the qualities that a buyer may legitimately expect given the public statements made by the Seller, producer or his representative, in particular through advertising or labeling.

- Or have the characteristics defined by mutual parties agreement or be suitable for any special use sought by the buyer, brought to the attention of the Seller and accepted by the latter. "

Article L.217-12 of the Consumer Code

“Action resulting from the lack of conformity lapses two years upon the order’s delivery. "

Article L.217-16 of the Consumer Code

"When the Buyer asks the Seller, during the course of the commercial guarantee’s validity, granted him during the acquisition or repair of a movable property, an immobilization period of at least seven days is added to the rest of the above guarantee. This period runs from the buyer's request for intervention or the provision for repair of the property in question, if this provision is subsequent to the request for intervention. "

Article 1641 of the Civil Code

"The Seller is bound by the hidden defects guarantee that covers the item sold if the latter is unfit for the intended use or such use is reduced to an extent that the Buyer would not have purchased it or done so for a lower price, had he known it.