

GENERAL CONDITIONS OF SALE

(Version at September 28,
2017)

Any order placed on the website <http://www.bonoboplanet.com> and/or via the corresponding Bonobo mobile application (hereinafter referred to as the "Site") implies the internet user's express acceptance of these general conditions of sale (hereinafter referred to as the "GCS").

To keep a copy of these GCS, you can print and/or download them here: [Click here](#).

Article 1: Purpose

These GCS govern all the terms and conditions for the distance selling to internet users via the Site, of the products defined in Article 2 hereof, distributed by:

MAGELLAN

RCS SAINT MALO 443 061 304
ZAC de la Moinerie
10, impasse du Grand Jardin
35400 SAINT MALO

Telephone: + 33 (0)1.84.16.55.20 (cost of a local call in metropolitan France, indicative rate from a fixed line, likely to be modulated depending on the operator: for internet users outside metropolitan France, cost according to the rates charged by local operators). All contacts will be in French.

Contact form:

<https://www.bonoboplanet.com/fr/contact.cfm>
(hereinafter referred to as "the Seller").

The "Internet User" means any person who has reached the age of majority, or minor with the consent of his legal representative, and visiting or making a purchase on the Site.

The Internet User and the Seller agree that their relations will be governed exclusively by these GCS, which apply to the exclusion of any other conditions or contract, and in particular those applicable for all other sales, in particular in points of sale.

The Seller reserves the right to adapt or amend these GCS at any time. In case of modification, the applicable GCS will be those online at the date of the order.

Article 2: Products

"Products" means (i) ready-to-wear items, (ii) accessories and (iii) gift cards presented on the Site for sale to Internet Users.

The Products are presented on the Site subject to their availability.

The Seller will make its best efforts to update its stocks. If an article is unavailable, the Seller will take the necessary steps to remove it from the Site. When a size of an article is not available, it cannot be selected by the Internet User.

In any event, the Seller reserves the right, at any time, to withdraw any Product from the Site and/or to replace it or to adapt or change any content or information relating to the Product which appears on the Site.

The Products offered on the Site are described and presented with the greatest possible accuracy. For each Product, a description is available on the Site (hereinafter the "Description").

The Description includes the characteristics of the Product selected, and, for ready-to-wear items: the sizes, different colours, availability of the Product, composition, care instructions, price (unit price including VAT, total discount if the Product is concerned by a commercial offer and, if applicable, the total price including VAT after discount).

The Seller may be required, however, in particular for reasons attributable to its suppliers, to offer the Internet User Products with a composition which slightly differs from that described on the Site, but in any event of a quality equal or superior to the Product ordered.

The Seller uses RFID (Radio Frequency Identification Technology) for stock management and control purposes. An electronic tag containing a serial number is included in the ready-to-wear items and accessories marketed on the Site.

The electronic components will be destroyed in use (3 to 5 washes). The Internet User can also cut the label off after purchase. A privacy impact study was carried out and submitted to the French data protection agency (CNIL). You can access the summary of this study by clicking [here](#).

Regarding the gift card, the Description will indicate the conditions of use of the card, it being specified that it can only be used in the stores located in metropolitan France listed on the Site. The Internet User can charge it for any amount with a minimum of 10 (ten) Euros including VAT, and without exceeding 150 (one hundred and fifty) Euros including VAT.

Article 3: Customer account

Prior to placing an order on the Site, the Internet user must create a customer account on the Site.

To do so, he must complete all the fields marked with an asterisk and in particular: his title, surname and first name, email address and mobile number. The Internet User undertakes to complete his profile with accurate and up-to-date information and releases the Seller from any liability due to the inaccuracy of the information provided when creating his account.

The Internet User will validate the creation of his customer account by the registration and confirmation of a password, which he undertakes to keep secret.

The Internet User acknowledges that the use of the customer account is made under his sole responsibility.

He undertakes to inform the Seller of any misuse of his password and/or customer account.

To facilitate the identification of the Internet User by the simultaneous provision of the email address and password, he expressly authorises the Seller to place a "Cookie" on his hard disk to facilitate his identification for the purposes of processing orders and receiving anonymous information on the Internet User's search activities on the Site. This information will not be kept for more than 1 (one) year.

The Internet User retains the right to refuse Cookies on the Site without this limiting him with regard to placing his order.

This data will be processed in accordance with Article 14 "Information Technology and Freedoms" of these GCS.

The Internet User can find this information in the "My Account" or equivalent section of the Site. In this section, the Internet User can also track his order.

The Internet User may receive promotional offers from the Seller if he subscribes to the newsletter. He may also receive offers from the Seller's partners if he has checked the corresponding box. If he no longer wishes to receive offers, he may, on receipt of a newsletter, unsubscribe via the link provided for this purpose in the newsletter, or by sending a letter to the Seller - Service E-Commerce BONOBO, ZAC de la Moinerie, 10 Impasse du Grand Jardin 35400 SAINT MALO.

Article 4: Consultation of the stock available in store

The Site offers the Internet User the possibility to check the availability of Products in the store of his choice located in metropolitan France listed on the Site, distributing the Seller's Products, excluding corners of department stores, concession holders and factory outlets (hereinafter referred to as the "Store(s)").

However, there may be differences between the actual stock and the theoretical stock of Products in Stores, as the stock status consulted by the Internet User is the one recorded that morning on opening. This stock status is not updated during the day.

The difference between the information indicated on the Site and the reality of stocks cannot incur the liability of the Seller, nor entitle the Internet User to any compensation.

An Internet User located outside metropolitan France can check the availability of Products in the Store of his choice, provided that the Store is located in metropolitan France.

Article 5: Price

The price to be paid by the Internet User for the Product is the one shown on the Site when the order is validated by the Internet User and communicated with the Order Confirmation.

The price of Products is expressed in Euros including all taxes, including value added tax at the legal rate in force, and excluding delivery/transport costs which are charged extra as stipulated in Article 7.1 below.

In the case of an e-reservation in a Store, the price to be paid by the Internet User for the Product will be the price charged at the time of actual purchase of the Product in Store.

Article 6: Placing orders

The Seller reminds the Internet User that any order on the Site must be made for personal use. The Internet User undertakes not to resell the Products and/or to use them for purposes other than personal use and especially commercial purposes. The Internet User acknowledges that the Seller will be free to cancel any order which appears to be made for purposes other than personal use.

6.1. Placing orders on the Site

(i) Constitution of the basket

The Internet User will select the Product(s) he wishes to order via the corresponding Description, selecting the size, colour, and clicking on "Add to my basket" (or similar text). When the Product is added to the basket, and if the Internet User has a discount code, he will be prompted to enter it in the field provided for this purpose.

To purchase a gift card, the Internet User must choose the amount he wants to credit the card with, it being specified that the amount may not be less than 10 (ten) Euros, or exceed 150 (one hundred and fifty) Euros. The Seller draws the attention of the Internet User to the fact that no discount will be applicable for the purchase of a gift card. The purchase of a gift card is possible for an Internet User located outside of metropolitan France, it being specified however that the gift card alone can only be delivered to him in metropolitan France.

The Internet User can access the contents of his basket at any time by clicking on the Products (redirection to the Descriptions of the previously selected Products), allowing the Internet User to check the specificities of each Product chosen (size, colour, composition) and their price (unit price including VAT, total discount if the product is concerned by a commercial offer, total price including VAT).

To validate his basket and confirm his order, the Internet User must (a) check the box relating to the acceptance of the GCS, (b) acknowledge that the validation of his basket commits him to paying his order, and (c) click on "I order and move on to the next step" (or similar text). If these different points are not validated, the Internet User will not be able to validate his order and move on to the next step: "Identification".

(ii) Identification

The Internet User must identify himself, either by indicating the user name and password on his customer account or, if he has not previously created an account, by clicking on "create your space" or similar text to create an account (as defined in Article 3 of these GCS).

(iii) Choice of the method and place of delivery

Once he has been identified, the Internet User will choose the place and method of delivery of his order in accordance with the provisions of Article 7 below.

(iv) Choice of the payment method

Once the method and place of delivery have been defined by the Internet User, he will validate the payment method from among those offered on the Site, in accordance with Article 8 below.

(v) Confirmation of the order

After validation of the payment, the Internet User will automatically receive a first email confirming the receipt and details of his order, then a second email containing the invoice of the order (hereinafter referred to as the "Order Confirmation"). The Order Confirmation will constitute the sale contract between the Internet User and the Seller. The invoice amount will be debited at the time of said Confirmation.

The Internet User may, in any event, at any time, by logging into his customer account, have access to the various elements relating to his order(s), and in particular his invoices.

However, the Seller draws the attention of the Internet User to the fact that sending these emails in no way guarantees the availability of the Product in accordance with the provisions of Article 4 above.

In case of unavailability of the Product, the Seller will inform the Internet User by email within 2 (two) business days (Monday to Friday) from the Order Confirmation.

The Seller undertakes, within a maximum period of 3 (three) business days from sending the email indicating that the Product is unavailable, to reimburse the price paid by the Internet User for the unavailable Product, and any delivery costs paid by the Internet User, if the unavailability concerns the entire order in question. Otherwise, if the unavailability does not concern the entire order in question, the Seller undertakes only to reimburse the price paid for the unavailable Product, to the exclusion of any order delivery costs paid by the Internet User.

The Seller points out that it reserves the right to refuse or cancel any order in case of special circumstances:

- (i) When the order was placed in conditions that legitimately suggest that it was made for professional and non-personal purposes;
- (ii) when the contact information provided is inaccurate or incomplete;
- (iii) in case of non-compliance with these general conditions of sale by the Internet User.

6.2. Placing orders via e-reservation

(i) Constitution of the e-reservation basket

The Internet User will select the Product he wishes to e-reserve via the corresponding Description, selecting the size and colour and clicking on "Reserve in Store" (or equivalent text), it being recalled that this option is only available for stores located in metropolitan France.

The Internet User may in no case e-reserve more than 3 (three) Products per day.

The Internet User located outside metropolitan France may e-reserve a Product only in stores located in metropolitan France.

(ii) Choice of Store

If the Internet User has accepted geolocation, the nearest Store will be proposed. The Internet User can validate this pre-selection or manually enter any other city of his choice to then select the Store of his choice.

If the Internet User has not accepted geolocation, he will manually enter the city of his choice to then select the Store of his choice.

The nearest Store proposed to the Internet User located outside metropolitan France or chosen by him can only be a Store located in metropolitan France.

(iii) Identification

Once the Store is validated, the Internet user must fill out the contact form to be notified of the reservation of the desired Product.

During his identification, the Internet User may be asked for a validation code for the e-reservation. In this case, the Internet User will receive an SMS or email with the code which he must enter in the contact form to validate his e-reservation.

The Internet User must finally accept the Terms of User of the e-reservation on the Site to validate his e-reservation.

(iv) Tracking the e-reservation and collection in Store

Once the request for e-reservation of the Product is validated, the Internet User will receive an email confirming the availability or not of the Product selected within 1 (one) hour. Subject to the availability of the Product in the selected Store, it will be reserved in the name of the Internet User in the selected Store.

The Internet User can cancel the e-reservation by clicking on "Cancel the e-reservation" (or any similar text) on the link provided for this purpose in the e-reservation confirmation email. Upon receipt of the e-reservation confirmation email, the Internet User will have 48 (forty-eight) hours to collect the Product concerned from the Store.

If the Internet User fails to collect the Product from the Store within said 48 (forty-eight) hours, the Product concerned will be returned to the sales area.

The Product will be paid in Store at the time of collection.

Article 7: Delivery

7.1. Place of delivery

The Products offered for sale on the Site are available for delivery in metropolitan France (excluding postal codes of the armed forces), Spain, Italy and Belgium, except for gift cards which are only delivered alone in metropolitan France.

The Internet User can choose between different delivery methods, i.e.:

Country	Method of delivery	Delivery costs borne by the Internet User
Metropolitan France	Delivery to an address of his choice by Colissimo	5,90€ including tax for a total order amount lower than or equal to 59€ including tax Free for a total order amount of over 59€ including tax
	Delivery to one of the Stores listed on the Site	Free
	Delivery to one of the Mondial Relay points listed on the Site	3,50€ including tax for a total order amount lower than or equal to 59€ including tax Free for a total order amount of over 59€ including tax
	Delivery of a gift card alone by registered letter	2.90€ including tax for a total order amount lower than or equal to 59€ including tax Free for a total order amount of over 59€ including tax
Belgium	Delivery to one of the Mondial Relay points listed on the Site	3.50€ including tax for a total order amount lower than or equal to 59€ including tax Free for a total order amount of over 59€ including tax
	Delivery to an address of his choice by Colissimo	6.30€ TTC for a total order amount lower than or equal to 59€ including tax Free for a total order amount of over 59€ including tax
Spain	Delivery to one of the Mondial Relay points listed on the Site	3.50€ including tax for a total order amount lower than or equal to 59€ including tax Free for a total order amount of over 59€ including tax
	Delivery to an address of his choice by Colissimo	7.50€ including tax for a total order amount lower than or equal to 59€ including tax Free for a total order amount of over 59€ including tax
Italy	Delivery to an address of his choice by Colissimo	9.35€ including tax for a total order amount lower than or equal to 59€ including tax Free for a total order amount of over 59€ including tax

In case of delivery by Colissimo and the absence of the Internet User at the address indicated, a notice will be left in the mailbox at said address.

If the Product(s) is(are) returned to the Seller marked "does not live at the address indicated", the Seller will inform the Internet User by email. This email will indicate the procedure to be followed and, if applicable, the return costs to be borne by the Internet User.

In case of refusal by the Internet User for the return of the Product(s) or in the absence of a response from him within a period of 7 (seven) days from the Seller's email referred to above, it will refund the Internet User only for the amount of the Product ordered, to the exclusion of the initial delivery costs.

7.2. Delivery methods and times

The Seller undertakes to deliver the Products ordered by the Internet User within a maximum period of 5 (five) business days from the Order Confirmation, according to the delivery method chosen by the Internet User, it being specified that delivery times may be extended by 2 (two) days during the sales period or any other promotional operation.

The delivery date will be considered as the date of receipt of the Product(s) by the Internet user, or a third party designated by him other than the carrier or, in case of absence of the Internet User, the notice mentioned above or, in case of return of the Product(s) marked "does not live at the address indicated", on the date of return of the parcel to the Seller.

If a delay is likely to occur in the delivery, the Seller undertakes to notify the Internet User as soon as possible.

In case of a prolonged delivery delay, the Internet User is invited to notify the Seller's Customer Service as soon as possible by calling the telephone number indicated in the Order Confirmation email.

7.3. Receipt of Products

Upon receipt of the Product(s), the Internet User is required to check the condition of the Product(s) delivered. He has 3 (three) business days from the delivery to make any reservations to the carrier and to the Seller's Customer Service with all corresponding proof, by registered letter with acknowledgement of receipt, without prejudice to the application of the legal guarantee of conformity of the Products along with the legal guarantee against hidden defects, which may apply to the exclusion of any defect resulting from transport conditions.

The Internet User may find the elements relating to his order(s) at any time by connecting to his customer account, and in particular his purchase order(s), invoice(s), etc. These different documents are stored on the Internet User's customer account for a period of 3 (three) years.

Article 8: Payment terms

The Internet User has the option to pay by (i) credit card, (ii) [Bonobo](#) Gift Card(s), (iii) PayPal as indicated on the Site, it being specified that an order can be paid using several payment methods. However, no partial payment can be made in case of payment by PayPal.

It is also possible to pay the order using several [Bonobo](#) Gift Cards. The number of the gift card on the back of the card (13 digits) must be indicated in the field reserved for this purpose.

For all payments by credit card, the Internet User must indicate his card number shown on the front (16 digits), the date of validity and the last three figures which appear on the back of the card. When entering this information, the Site is in encrypted mode and all the information conveyed is encoded. None of this information is transmitted in unencrypted form over the Internet.

To ensure the security of payments, the Site uses a secure payment service. This service incorporates the SSL security standard. When the order is validated, the payment request is routed in real time on the secure online payment system. This sends an authorisation request to the bank card network. The online payment system issues an electronic certificate.

Should any payment incident occur in relation to a fraudulent use of a bank card, the details of the purchase order associated with this incident will be recorded in a payment incident file. An incorrect declaration or anomaly may also be subject to specific processing.

For all payments by PayPal, the Internet User enters his login and his password on the PayPal interface, then validates with a simple click. He checks the amount for which he wishes to pay the order and confirms by clicking payment by PayPal.

The Seller will not deliver the order if the payment is not effective. The Seller may also suspend the delivery or cancel the order in case of difficulties in the payment process (payment anomaly), in case of non-compliance with the terms of payment indicated above, in case of total or partial non-payment of a previous or pending order.

Article 9: Retention of title and transfer of risks

The Products remain the property of the Seller until full payment of the price of the order. However, the risks of the delivered goods are transferred to the Internet User at the time the Product(s) is(are) taken physical possession of by him or by a third party other than the carrier commissioned by the Seller.

Article 10: Withdrawal and return of Products

The Internet User has a period of 30 (thirty) days (hereinafter referred to as the "Withdrawal Period") from receipt of the order as defined in Article 7.2 above, to (i) exercise his right of withdrawal without having to justify a reason, and (ii) return the Product(s) concerned to the Seller (hereinafter referred to as the "Right of Withdrawal").

To implement his Right of Withdrawal, the Internet User must return the Product(s) concerned to the Seller, accompanied by the duly completed withdrawal form (available on the Site via the link [click here](#)), before the expiry of the Withdrawal Period, under the conditions specified below: If he does not print the form, the Internet User can exercise his Right of Withdrawal on plain paper within the Withdrawal Period, in accordance with the following provisions.

The Internet User must return the Product(s)

- Either by post to the following address – it being specified that the return costs are borne by the Internet User:

C-log Saint Malo
Retour E-commerce – Bonobo
Rue Claude Chapel
35400 SAINT-MALO

- Or free of charge by depositing his parcel:
 - In the Store of his choice or;
 - In a Point Relais® Mondial Relay of his choice

Whatever the method of return chosen, the Internet user must accompany his returned product by the duly completed return slip, downloaded from his customer account or the free declaration of withdrawal indicating the references of the order and shipment.

In case of exercise of his Right of Withdrawal by the Internet User, the Seller will reimburse to the Internet User all payments received relating to the purchase of the Product(s) for which the Right of Withdrawal is exercised, including the initial delivery costs possibly paid by the Internet User, provided that the withdrawal relates to the entire order. If it does not relate to the entire order, the exercise of the Right of Withdrawal does not give rise to the reimbursement of any initial delivery costs paid by the Internet User.

The reimbursement of the Product(s) returned and, if applicable, any initial delivery costs paid by the Internet User at the time of the order, will be made no later than 14 (fourteen) days from the date on which the Seller recovers the returned Product(s).

The reimbursement of the Internet User will be made according to the same payment method used by the Internet User for the payment of his order.

If the Internet User has paid the order by credit card and by gift card, the reimbursement will be made in priority by credit card within the limit of the amount paid by credit card by the Internet User and any balance will give rise to the issuance of a virtual gift card.

The Seller reserves the right to refuse any Product returned which has been impaired due to handling by the Internet User other than that necessary to establish the nature and the characteristics of the Product(s) concerned by the return. This will be the case if the Product is damaged, soiled, incomplete or has been worn, except for trying the Product on. Furthermore, the Seller is not obliged to accept returns of Product(s) and to reimburse the Product(s) if the Internet user does not comply with the provisions of this article relating to the conditions of exercise of the right of withdrawal.

Article 11: Warranties

11.1. The Products supplied by the Seller benefit from the following warranties:

The Seller is liable for any lack of conformity of the Product(s) with the Internet User's order under the conditions of Articles L 217-4 *et seq.* of the Consumer Code and hidden defects in the thing sold under the conditions laid down in Articles 1641 *et seq.* of the Civil Code.

- The legal guarantee of conformity (Articles L 217-4 *et seq.* of the Consumer Code):

This guarantee may be implemented by the Internet User in the event that the Product does not correspond to the characteristics specified in his order.

The Internet User has a period of 2 (two) years from the date of delivery of the Product to activate the guarantee by returning the Product concerned with all the corresponding proof under the conditions of Article 11.2 below, without having to prove the existence of a lack of conformity of the Product at the time of its delivery.

In case of application of the guarantee of non-conformity, the Internet User can choose between the repair or replacement of the Product, subject to the cost conditions provided for in Article L 217-9 of the Consumer Code.

- The guarantee against hidden defects (Articles 1641 *et seq.* of the Civil Code):

This guarantee can be implemented if the Product is damaged or affected by a material, design or manufacturing defect making the Product unfit for use.

The Internet user has a period of 2 (two) years from the discovery of the defect to act, by returning the Product concerned with all corresponding proof under the conditions of Article 11.2 below.

In case of application of the guarantee against hidden defects, the Internet User can choose between the cancellation of the sale or a reduction of the sale price in accordance with Article 1644 of the Civil Code.

11.2. If the Internet User wishes to implement one of these guarantees, he must first notify the Seller by sending an email via the contact form available on the Site.

After having informed the Seller, the Internet user must return the Product specifying the reason for its return to the following address:

C-log Saint Malo
Retour E-commerce - Bonobo
Rue Claude Chapel
35400 SAINT-MALO

Any warranty is excluded in case of incorrect use, negligence or lack of maintenance on the part of the Internet User, as in case of normal wear of the product, accident or force majeure.

11.3. If the Internet User is located outside metropolitan France and if the provisions of local law relating to the abovementioned guarantees are more favourable to him, the provisions of local law will apply.

Article 12: Geolocation

When consulting the Site, provided he is located in metropolitan France, the Internet User can authorise the Seller to perform a geolocation of the Store nearest to the place where the Internet User is located, by activating the localisation service on his mobile and/or computer/tablet subject to having the corresponding device.

This location data will be used to approximately estimate the location of an Internet User to determine the nearest Store to optimise the delivery conditions of the Product(s) for the benefit of the Internet User.

This data will be processed in accordance with Article 14 "Information Technology and Freedoms" of these GCS.

If the Internet User does not activate the geolocation service on the Site, he may be asked to manually select a city or department in order to find a nearby Store. If the Internet User decides not to provide this information, it is possible that some features of the Site will not be available.

The geolocation service is limited to the territory of metropolitan France.

Article 13: Liability

The Seller will not be deemed liable or in default for any delay or non-performance following the occurrence of a force majeure event usually recognised by French case law.

In the same way, the Seller's liability may not be incurred for any inconveniences or damage inherent to the use of the Internet falling entirely outside of the control and precautions taken by the Seller.

In particular, any disruption in the provision of the service or any external intrusion or presence of computer viruses, cannot incur the liability of the Seller.

In case of breach by the Internet User of these GCS, the Seller will send the Internet User, to his billing address, formal notice to remedy the breach. If this formal notice remains without effect after a period of 8 (eight) days, the Seller may automatically delete his personal account and/or refuse his future orders. In the event of a serious breach by the Internet User of the GCS, especially in the case of fraud, the Seller may automatically delete his personal account and/or refuse future orders.

Article 14: Information Technology and Freedoms

The Internet User's personal data will be collected when he creates his personal account, and during the visit of the Site within the framework of the use of cookies and geolocation.

The Internet user is informed that this automated processing of information was the subject of a simplified declaration to the CNIL under number 1785618 by the Seller, data controller.

Each form or teleservice limits the collection of personal data to the strict minimum and clearly indicates:

- the purpose of collecting this data;
- if this data is mandatory or optional for the management of the Internet User's request. The absence of a reply could hinder the processing of your request;

- who will be able to read it (only the Seller in principle, unless otherwise specified in the input form when transmission to a third party is strictly necessary to manage your request);

The collection of this data is for the following specific purposes:

- the creation and management of the personal account, to process the Internet User's order and establish invoices, for the responses to be provided to the Internet User's questions and inform him of new or modified services, the management of claims and the after-sales service, carrying out loyalty, prospecting, survey, product testing and promotional actions as well as sending newsletters; the development of commercial statistics; the organisation of contests, lotteries or any promotional operation (excluding online gambling subject to the approval of the Online Games Regulatory Authority);
- within the framework of geolocation, this data makes it possible, with the prior agreement of the Internet User, to approximately estimate his location to determine the nearest store to optimise Product delivery conditions. You can end the geolocation at any time from your browser. For more information, you can go to the end of this Article;
- regarding the setting up of cookies, the purposes are detailed in Article 15 "Cookies".

The Seller will keep your personal data for the following periods:

- All personal data collected from the Internet User, the Seller's customer, will be kept for the entire duration of the commercial relationship and for a period of 3 years from the end of said commercial relationship (for example from the date of your last purchase).
- All personal data collected from the Internet User, the Seller's prospect, will be kept for 3 years either from their collection by the Seller or from the last contact issued by the Internet User (for example a request for information on a product, a click on the hypertext link contained in an email from the Seller, etc.).
- For the personal data (identification data and sales data) necessary to comply with legal and regulatory obligations, in particular compliance with limitation or archiving periods, it is kept for the legal periods (10 years maximum) on a dedicated archive database,
- For cookies, they are kept in compliance with the provisions of Article 15 below.
- At the end of these periods, the Internet User's personal data will be either deleted or anonymised for studies and/or statistics.

For the purposes defined above, the Seller informs the Internet user that his personal data:

- Is primarily intended for the Seller's services,
- May be communicated securely to its partners, suppliers and subcontractors.
- Is kept with all appropriate physical, technical and organisational measures to ensure its security and confidentiality, in particular to protect it against any loss, accidental destruction, alteration and unauthorised access.
- May be transferred securely to third parties to fight against fraud and more generally any activity that is criminally reprehensible or to respond to an injunction of the judicial or administrative authorities.
- Is stored in France, but can also be transferred to service providers or subcontractors in a country that is not a member of the European Community. This type of transfer of personal data will be carried out pursuant to and in compliance with the applicable laws and in a contractual framework determining the conditions of intervention and security of service providers. The contractual framework in particular is in line with the decision of the European Commission of February 5, 2010 (2010/87/EU) on standard contractual clauses for the transfer of personal data to subcontractors established in third countries under Directive 95/46/EC.

In accordance with the Data Protection Act of January 6, 1978 as amended, the Internet User has, at any time, a right of access, rectification, deletion and opposition on all his personal data. He can exercise this right:

- (i) by sending his request via the link provided for this purpose at the end of the newsletter email,
or
- (ii) by writing to the following address: Bonobo - Service E Commerce; ZAC de La Moinerie, 10, impasse du Grand Jardin 35400 SAINT-MALO".

In accordance with the Data Protection Act of January 6, 1978 as amended, the Internet User can now define guidelines for the storage, deletion and communication of his data in case of death by writing to email and postal addresses mentioned above.

How to manage geolocation from the main browsers:

- For Firefox: [click here](#),
- For Internet Explorer: in "Internet options", "Privacy" tab, check "Never allows websites to ask for your physical location".
- For Chrome: in the navigation bar, click on the logo, in the "Localisation" drop-down menu, choose between the 3 possible options.

Article 15: Cookies

A "cookie" is a file of limited size, generally consisting of letters and numbers, sent by the Internet server to the cookie file of the browser located on the hard disk of your computer.

By visiting the Site, a cookie may be assigned and stored on the hard disk of the Internet User's computer. The Seller uses different types of cookies to improve the interactivity and services of the Site, including:

➤ Cookies that do not require the prior consent of the Internet User

Some cookies may be deposited or read without requiring the prior consent of the Internet User. They are intended to facilitate navigation on the Site in particular by memorizing your browsing preferences defined during your session, provide the services you specifically request.

They include the following cookies:

- Technical cookies allowing the Internet User to browse the Site and the Site to operate optimally;
- Identification and authentication cookies to identify the Internet User during his visit, in order to improve his browsing on the Site and personalise his online experience;

For such cookies, the Internet user cannot deactivate them from the Site, but can do so from the settings of his Internet browser (see below "Setting of the Internet User's browser");

➤ Cookies requiring the prior consent of the Internet User

The Seller's Site uses:

- Statistical cookies including:
 - Browsing analysis cookies to collect general data on the Internet User's conditions of access to obtain aggregate information for statistical purposes. These cookies help improve the quality of his visit on the Site;
 - Audience measurement cookies to adapt the Site to the requests of Internet Users;

- Advertising cookies to follow the Internet User's visit and receive information on his search activities on the Site. These cookies make it possible to implement advertising adapted to the needs of the Internet User and targeted for the Seller's products;
- Cookies to improve the interactivity of the Site. The Seller uses third-party cookies directly deposited on its Site by their services (including Twitter, Facebook, YouTube, Dailymotion).
- Specific cookies required for the e-reservation service offered by the Seller.

This type of cookies requires the prior consent of the user. You can change your choice at any time by clicking [here](#).

➤ Internet User's browser settings

- With the exception of technical and authentication cookies, the Internet user can delete them or activate the refusal of cookies on his browser (for more information, the Internet User can click [here](#)). As each browser is different, the Internet User can check in the "help" menu of his browser how to change the preferences for cookies.
- The behaviour of the Site remains the same and all of its features remain accessible even if the Internet User refuses to place cookies on his computer.

The data collected using these cookies is kept by the Seller for a maximum of one (1) year.

The Seller does not sell or transfer this information to third parties. However, with regard to third party cookies (advertising, social networks), this information is directly addressed to them; the Seller does not have access to it. This information is not used for purposes other than those mentioned above.

Article 16: Intellectual property

The Seller is the owner of all the elements constituting the Site and in particular the rights on the texts, general architecture, images whether or not animated, graphics and sounds.

In accordance with the Intellectual Property Code, any complete or partial representation or reproduction made without the consent of the Seller is illegal. The same applies for translation, adaptation or transformation, arrangement or reproduction using any technique or process.

The breach of this clause constitutes an infringement likely to lead to criminal sanctions. In France, within the meaning of the Intellectual Property Code, the infringement is an offence which may be punished by 3 years' imprisonment and a fine of 300,000 Euros.

The trademarks distributed by the Seller are registered trademarks. The reproduction, imitation, use, positioning, deletion or modification of a registered trademark constitutes an infringement which may lead to criminal sanctions. In France, the infringement is an offence which may be punished by 3 years' imprisonment and a fine of 300,000 Euros.

The use of the Site by the Internet User does not grant him any intellectual property right on the Site and/or its content.

No provision of these GCS may be interpreted as granting the Internet User any right whatsoever on the elements protected by intellectual property rights, which the Seller may own or have the exclusive right of exploitation.

The Internet User who has a personal Internet site and who wishes to place on his site, for personal use, a direct link to the Site, must seek prior written permission from the Seller.

In any event, any link which is not expressly authorised must be removed upon simple request by the Seller.

Article 17: Entire agreement

These GCS concluded between the Seller and the Internet User express all the Parties' rights and obligations.

If any provision of these GCS is held invalid or declared as such by a court decision that has the force of res judicata or if one of the clauses of these GCS was considered null and void due to a change in legislation or regulations, the other stipulations will remain in full force and effect. This will in no case affect the validity and respect of the other provisions of these GCS.

Article 18: Applicable law

These GCS are governed by French law.

Article 19: Disputes

In the event of a dispute relating to the conclusion, execution or termination of an order, the Internet User can make any claim with the Seller by telephone (+ 33 (0)1.85.16.55.20) or by email by completing the contact form (<https://www.bonoboplanet.com/fr/contact.cfm>).

If an amicable agreement is not reached with the Seller, and in accordance with the provisions of Article L 152-2 of the Consumer Code, the Internet User may freely initiate a mediation procedure with:

- the Mediator of the Federation of e-commerce and distance selling (FEVAD) - 60 rue la Boétie – 75008 Paris – relationconso@fevad.com, (www.fevad.com). To find out how to refer a matter to the Mediator of the FEVAD ([click here](#));
- or on the dispute resolution platform put online by the European Commission (<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>);

If an agreement is not reached at the end of the mediation procedure, the Internet User and/or the Seller may refer the matter to the competent courts.

Consult our GCS in:

- Spanish: https://www.bonoboplanet.com/content_files/pdf/cgv_international/cgv_bonobo_es_062017.pdf
- Italian: https://www.bonoboplanet.com/content_files/pdf/cgv_international/cgv_bonobo_it_062017.pdf
- Dutch: https://www.bonoboplanet.com/content_files/pdf/cgv_international/cgv_bonobo_nl_062017.pdf

If a conventional mediation is chosen, the Internet User and the Seller may refer the matter to the competent consumer affairs mediator to resolve their dispute, who will be designated on the website of the Mediation Commission: <http://www.economie.gouv.fr/mediation-conso/saisir-mediateur>

If the Internet User is located outside metropolitan France, he may initiate, at his choice, any conventional mediation procedure and appeal to the mediator of his choice, initiate any other alternative dispute resolution procedure or refer the matter to the competent courts.
