

## General terms and conditions of use RECODS STUDIO website

Link to download the Terms and Conditions of Use for RECODS STUDIO website

### 1) PURPOSE AND IDENTIFICATION

Recods Studio places at the disposal of the User of the services online on its website recods-studio.com.

The present General Conditions of Use have for objective to define and to fix the methods of use of the services and contents proposed by the Website.

The fact of reaching and of sailing on the Website constitutes on behalf of the User an acceptance of the present General Conditions of use to which it cannot oppose any exemption not accepted beforehand and expressly by Recods Studio.

Recods Studio reserves the faculty to modify constantly the present Conditions.

The present CGU are consultable constantly on the Website and appear in footer of page. The version of the applicable CGU is that in force at the day of navigation.

### 2) DEFINITIONS

Customer: refers to the user, a natural person over the age of 16 who is legally capable of placing an order with the Vendor on the Website as a consumer whose use of the Products is private and personal, to the exclusion of any commercial, competitive or any other purpose likely to be detrimental to the Vendor.

Order: refers to the act whereby the Customer purchases one or more Products via the Website and accepts, without reservation, all the terms and conditions of sale set out in the online order.

Customer Account: refers to the interface hosted on the Website where all the data supplied by the Customer is grouped together, enabling the Customer to manage Sales Orders. Access to the Customer Account is via the Identifiers.

General Terms and Conditions of Use or GTCU: refers to the present contractual terms and conditions made available on the Website's home page, to govern the use of the Website by all Users.

Identifiers: refers to the Customer's e-mail address and the password chosen by the Customer, required to access his/her Customer Account.

Product(s): refers to the products and/or services offered for sale on the Website.

Services: refers to all the services offered on the Website, including personalisation services and after-sales customer services.

Website: refers to the Vendor's website, accessible from the address recods-studio.com.

User: refers to any person accessing and/or browsing the Website.

Seller: refers to the company DRESCO, operating the Recods Studio brand, a SAS with capital of 1,064,910 euros, whose registered office is located at 20 rue Jean-Baptiste Pigalle, 75009 Paris, France, registered with the Paris Trade and Companies Register under number 612.045.864.

### 3) SERVICES

The services available on the Website are provided free of charge. The general terms and conditions applicable to these services are described in the "[General Terms and Conditions of Sale](#)" document. The list of features is provided for information purposes only. The Website reserves the right to add or remove features, temporarily or permanently, without the User's consent.

The services offered to Users include:

- the availability of products listed on the Recods studio website.
- the possibility of making purchases without the obligation to register prior to any purchase of a Product or Service by creating a customer account.

Additional services offered to Customers:

By creating a Customer Account, Customers will be able to track and manage their Orders in progress. The Customer can access the history of all their Orders in the "Order History and Details" area.

### 4) SERVICE ACCESS

4.1 - The website is accessible free of charge to any User with Internet access. All costs relating to the Website, whether hardware, software or Internet access costs, shall be borne exclusively by the User.

4.2 - Creating a Customer Account: To access certain services on the website, the User must create a unique customer account on the website free of charge. This registration is personal and does not authorise third parties to use the customer account created. The User must create an account by entering the mandatory fields in the information form required to process his/her registration and the services offered by the website. The User undertakes to provide true and sincere information. The user is entirely responsible for the exactitude and the update of the data communicated within the framework of the opening and the management of his customer account. At any time, Recods Studio reserves the right to check the co-ordinates informed by the User. The User will thus have to be able to be able to justify his co-ordinates near Recods Studio as soon as possible.

Certain services of the website are exclusively reserved for certain Users after identification using their identifier and their password. The user commits himself keeping secret his password to guarantee his access to the proposed services.

4.3 - Customer identification: The customer is only responsible for the use of his Customer Account. In the case where a customer would reveal or would use his login details in a way contrary to their destination, Recods Studio can then remove the Customer Account without notice nor allowance. In any case, Recods Studio could not be held responsible in the event of usurpation of the identity of a customer. All access and actions carried out from a Customer's Customer Account shall be presumed to have been carried out by that Customer. Any loss, misappropriation, or unauthorized use of the Identifiers of a Customer and their consequences raise the only responsibility for the Customer, this last being held to warn Recods Studio, without delay, by electronic message addressed to the following address: [hello@recods-studio.com](mailto:hello@recods-studio.com).

4.4 - Closing a Customer Account: The User can at any time close his Customer Account by addressing an e-mail to the address: [hello@recods-studio.com](mailto:hello@recods-studio.com). Recods Studio will go ahead to the closing of the Customer Account as soon as possible and will send to the User an e-mail confirming him the closing of his Customer Account. The closing of the Account of the Customer does not involve the deletion of its data. The User wishing that his data are removed must make a request to Recods Studio following the "[Policy of data protection](#)" which you find at the bottom of each page of the Website Recods Studio.

The Customer recognizes that in case of deletion of his account for some cause that it is, it will not have any more access to the entirety of the functionalities of the Website and with the possibility of having access to its history of purchases.

## 5) USER OBLIGATIONS

5.1 - Without prejudice to the other obligations set out here, the User undertakes, while using the Website, to follow the laws and regulations in force and not to infringe the rights of third parties or public order.

5.2 - The User is informed and accepts that the use of the Website requires him/her to be connected to the Internet and that the quality of the Website depends directly on this connection, for which he/she alone is responsible. The User therefore declares that he/she is aware of the characteristics and limits of the Internet, in particular its technical performance, response times for consulting or sending data and the risks associated with the security of communications.

5.3 The User undertakes to make strictly personal use of the Website. Consequently, they may not assign, grant or transfer all or part of their rights or obligations hereunder to a third party in any manner whatsoever.

5.4 - The User acknowledges that the Website offers him an added solution to the means he already uses elsewhere to achieve the same goal and that this solution is not a substitute for these other means.

5.5 - The User must take the necessary steps to back up by his own means the information in his Customer Account on the website that he considers necessary.

## 6) PROHIBITED BEHAVIOURS

6.1 - It is strictly forbidden to use the Website for the following purposes:

(a) carrying out illegal or fraudulent activities or activities that infringe the rights or safety of third parties,

(b) undermining public order or violating applicable laws and regulations,

(c) intrusion into a third party's computer system or any activity of a nature to harm, control, interfere with or intercept all or part of a third party's computer system, violate its integrity or security,

(d) sending unsolicited e-mails and/or commercial canvassing or solicitation,

(e) manipulations intended to improve the referencng of a third-party website,

(f) aiding or inciting, in any form and in any manner whatsoever, one or more of the acts and activities described above,

(g) and more generally, any practice that misuses the Website for purposes other than those for which it was designed.

6.2 - Users are strictly forbidden to copy and/or misappropriate for their own purposes or those of third parties the concept, technologies or any other element of the Website.

6.3 - The following are also strictly prohibited (i) any behaviours likely to interrupt, suspend, slow down or prevent the continuity of service of the Website, (ii) any intrusions or attempts of intrusions via the Website in the systems of Recods Studio, (iii) any diversions of the system resources of the Website, (iv) any actions likely to impose a disproportionate load on the infrastructures of the latter, (v) any attacks with the measures of safety and authentication, (vi) any acts likely to attack the rights and financial, commercial or moral interests of Recods Studio or the users of its website, and finally more generally (vii) any failure with the present general conditions.

6.4 - It is strictly forbidden to monetise, sell or grant all or part of the access to the Website, as well as to the information hosted and/or shared on it.

## **7) USER RESPONSIBILITY**

In case of failure with any of the provisions of the present general conditions or more generally, of infringement with the laws and regulations in force by a User, Recods Studio reserves the right to take any proper measure and of:

- (a) suspend or stop access to the Website of the User who has committed or took part in the breach or infringement;
- (b) delete any content posted on the website;
- (c) publish on the website any information message that Recods Studio deems useful;
- (d) notify any authorities concerned;
- (e) initiate any legal action;
- (f) delete the Customer Account without notice or compensation;
- (g) to suspend its Customer Account during the duration necessary to the checks carried out by Recods Studio. The User will be informed of such a measure and invited to contact Recods Studio by e-mail to make its possible observations and/or to bring the proof that the failure ceased. In the absence of answer within fifteen (15) days after this notification, Recods Studio will be able to remove its Customer Account without notice nor formal demand nor allowance.

## **8) RECODS STUDIO'S RESPONSIBILITY**

Recods Studio will endeavour as far as possible to ensure an accessibility of the Website Recods Studio constantly. Recods Studio could not ensure an availability and accessibility absolute considering the nature and the complexity of the networks and the tools of communication, in a general way (Internet, Bluetooth, etc.), but also of a bad configuration or use of the terminal of access of the User.

The exploitation of whole or part of the website could be momentarily interrupted, and this included in case of force majeure, of maintenance planned or not, of updates or technical improvements, of repairs of urgencies of the website, to make evolve its contents and/or its presentation, or because of circumstances independent of the will of Recods Studio. Recods Studio undertakes to take all reasonable measures to limit these disruptions. In case of

planned interruption, this one will be notified by a warning appearing on the homepage of the Website. Recods Studio is not responsible if the Users do not manage to connect themselves to all or part of the website because of a disturbance of the suppliers of telecommunications, of the congestion of networks or of a failure in the installations and equipment of the User, being reminded that the User chooses alone the operator, supplier of access to the Internet network.

Recods Studio is not responsible for the damage of any nature which can result from these changes and/or a temporary unavailability or closure of the website, a non-functioning, an impossibility of access, a suspension or interruption of the website, or bad conditions of use of the website Recods Studio, for some cause that it is and would not know how to be held responsible for the direct and indirect damage of any nature resulting from these facts.

Recods Studio makes its best efforts, about the state of the art and the applicable regulation, to make safe the website as well as the data processing carried out through its use. Recods Studio makes its best efforts to propose up to date and exact information. All the elements, present on the website, are provided to the User without guarantee of any kind, that it is implicit or explicit, concerning their integrity, their exactitude, their topicality, their availability, their reliability, their quality or their exhaustiveness or their adequacy with the use that the User plans to make of it. Recods Studio stays always with the listening of the comments of the User relating to the elements present on the website which can be addressed following the process described with article 13 "CUSTOMER SERVICE".

## **9) INTELLECTUAL PROPERTY**

The present CGU do not involve any transfer of any kind of the rights of intellectual property on any contents included or accessible on and/or through the website, in particular all graphics, images, photos, drawings, cartographies, plans, logos, names, marks, texts and other documentations, including, software, data bases, and any other material belonging to Recods Studio or to third parties.

The website is the exclusive property of Recods Studio, only authorized to use and exploit the rights of ownership intellectual and rights of the personality attached to it in particular, the marks, names of domain, drawings and models, royalties and rights to the image, on a purely original basis or by the effect of a transfer or a license of exploitation.

The use of whole or part of the website, in particular by reproduction, distribution, adaptation, modification, retransmission, extraction, publication or representation is strictly prohibited, except the cases possibly and expressly authorized in writing by Recods Studio and except certain cases of use at private ends in a noncommercially goal, and this, in accordance with the French Code of the intellectual property or any other applicable rules of law.

In a general way, Recods Studio grants to the User a free, personal, nonexclusive and nontransferable right of access and use of the website, subject to the preliminary acceptance and the respect of the present CGU by the User. Any other right is expressly excluded, except prior and written agreement of Recods Studio. In addition, the printing of these GTU is authorized only within the framework of a strictly personal and private use.

The use of the Website does not confer any right of property or exploitation to the Customers on any mark and or logo, distinctive sign, and or elements protected by rights of intellectual property belonging to Recods Studio or to thirds. The Customer makes a

commitment not to undermine the marks and<sup>3</sup> or logo, distinctive signs, and<sup>3</sup> with the elements protected by rights of intellectual property belonging to Recods Studio or to thirds.

Any unauthorized exploitation of the website or of any of the elements it contains or of all or part of its content is prohibited and will be considered as constituting an infringement punishable by the provisions of articles L.335-2 et seq. and articles L.713-1 et seq. of the Intellectual Property Code.

## **10) CUSTOMER REVIEWS**

On the contents put on line by the Customers (in particular texts, comments, files, images, photographs, videos, works, etc), possibly subjected to rights of property, intellectual property, right to the image or another privative right remain the property of the Customer, subject to the limited rights granted by the licence defined below to Recods Studio.

Customers are free to publish or not to publish on the Website, via the "Opinions" service, and accept that these publications become public and freely accessible, on the Internet. They acknowledge, undertake and guarantee that they have all the rights and authorisations required for such a publication on the Website, regarding the legislation in force and the rights to privacy, property, intellectual property, image, contracts or of any other nature. By such a publication on the Website, the Customers are aware to engage their responsibility as editor of the publication within the meaning of the law, and grant on the aforementioned publication, for all the duration of the rights, with Recods Studio, a licence not exclusive, free, world, including the rights of reproduction, representation, loading, execution, transmission, storage, to exploit, distribute and post the contents, entirely or by extract, of the publication, within the framework of any protection under intellectual property rights from which they may benefit, and to use the surname and/or first name supplied with the publication for all purposes, in particular commercial and advertising purposes, on all media, in particular the Internet, emailing (paper and/or online), posters, signage, point-of-sale advertising, leaflets, advertisements, magazines, television and radio and similar media, throughout the world and for a period of 10 years.

## **11) HYPERTEXT LINKS TO OTHER WEBSITES**

Hypertext links to the website may only be created with the prior written authorisation of Recods Studio, which may be revoked at any time.

Recods Studio declines all responsibility for the content of websites linked to the website.

The user cannot set up a hypertext link towards this website without the express and preliminary authorization of Recods Studio.

Under no circumstances may this authorisation be qualified as an implicit affiliation agreement.

In any assumption, the bonds hypertexts returning to the website will have to be withdrawn with first request of Recods Studio.

## **12) MANAGEMENT OF PERSONAL DATA AND COOKIES**

Recods Studio set up a policy of Protection of the Data to explain you how are collected and treated your personal data. For any information concerning the protection of the private life and your personal

data, Recods Studio refers you to the page "[Policy of protection of the personal data](#)" which you find at the bottom of each page of the Website Recods Studio.

When the User navigates on the Website and/or proceeds to an Order, this one is likely to deposit "cookies", quite plain text files, on the computer or other support of connection to the Website. Recods Studio refers you to the "[Cookie Management](#)" page which you will find at the bottom of each page of the Recods Studio website.

### **13) CUSTOMER SUPPORT**

For any information or questions, Recods Studio Customer Service can be contacted:

via the [contact form](#) on the website recods-studio.com;

by e-mail at [hello@recods-studio.com](mailto:hello@recods-studio.com);

or by post to DRESCO, Service Clients Recods Studio, 20 rue Jean-Baptiste Pigalle, 75009 Paris, France.

### **ENTIRETY AND NON-WAIVER**

In the hypothesis where one of the clauses of the present contract would be invalid by a change of legislation, regulation or by a decision of justice, that would not know how to affect in no case the validity and the respect of the present general conditions of use.

The fact for Recods Studio of not exercising whole or part of its rights regarding a User, under the terms of the present GCU, does not amount to renunciation with its later exercise.

### **14) DURATION**

These conditions apply for the entire duration of the online services offered by DRESCO.

### **15) APPLICABLE LAW AND JURISDICTION**

The present conditions are subjected to the French law. In the event of litigation, Recods Studio and the Customer will try to solve this one amicably.

In accordance with the provisions of the Code of the consumption concerning the amicable settlement of the disputes, Recods Studio adheres to the Service of the Mediator of the e-commerce of the FEVAD (Federation of the e-commerce and the remote sale) whose coordinates are the following ones: Mediator of the consumption FEVAD - BP 20015 - 75362 PARIS CEDEX 8 - (which can be seized by this link <https://www.mediateurfevad.fr>). After consumers have made prior written representations to Recods Studio, the Mediation Service may be contacted for any consumer dispute which has not been resolved.

The solution proposed by the Mediation officer is not binding on the parties, who remain free to withdraw from the Mediation process at any time.

For orders placed on the website, you may also submit any complaints to the dispute resolution platform set up online by the European Commission: <https://ec.europa.eu/consumers/odr/>. The European Commission will transfer your complaint to the competent national mediators.

Any dispute that is not settled amicably will be brought before the competent court.