

General terms and conditions of use governing the epicuriales.com website's service and service provision use

PLEASE NOTE

On this page, you will find the general terms and conditions (hereinafter: “General Terms and Conditions for the Provision of Service” or “GTC”) that apply to any connection to our “website” www.epicuriales.com, (hereinafter, the “company”, “We” or “AMG Production”) to which the user has access either through our website, or through any platform/cell phone applications granting access to the www.epicuriales.com website (these technical means are all at one, hereinafter referred to “website”). Please read carefully these GTC which apply to any use of our services, any connection to our “website” and any booking made by the “website”. By booking through our “website”, you hereby fully agree these “GTC”, as controlling or current and future relationship, and this regardless to any other general terms and conditions of purchase you may have written.

At any moment, “we” reserve the right to modify these “GTC”, and these modifications will immediately be practicable as soon as they are published on this page. So you may do a screenshot of these “GTC” to keep a track of them.

All the use of your personal data is subjected to the “Personal Data Protection and Privacy Policy” and “Cookies Usage Policy”.

These GTC will apply to any modification of the “website”, to any new version of the “website” and such, whatever the access method and the current or future technical platform (this including especially but not exclusively any mobile website, mobile application, affiliated or joint website, duplicate or mirror site, that could be developed at one point or another).

By the taking of orders, you hereby fully agree the application of these GTC mentioned herein below.

I. CONDITIONS AND TERMS OF USE OF OUR WEBSITE AND OF SALES

1. *Introduction / our role*

1.1. Identification of our company: AMG Production, limited liability company, based on a variable capital and with a social capital of €10 000, having its head office located at 38 cours Gambetta, 33400 TALENCE.

1.2. Business identification number (SIRET number): 51134179400028.

1.3. Nature of our Service: We are an event management agency, including « Les Étoiles d'Épicure », allowing you to make bookings (« Bookings ») for one or several meals for one or several “Night(s)” proposed on our “website”.

2. *Access to the website and conditions of use*

2.1. Access: Mostly of the pages on our website are free to use and do not required to make a booking.

2.2. By visiting one or several of our website's pages, you agree that the GTC in question apply to our relation regardless to any other. In case of non-acceptance of these GTC, please do not visit our website.

2.3. “We” reserve the right to modify our GTC, without other announcement than the publication of those modifications on this page of our website. Please read regularly these “GTC” to get acquainted with any modification. The GTC version applying is the one in force on the day of the “Booking” or on you visit of the “website”.

2.4. Responsibility: You are required to assume the totality of the technical means that give you access to our website. You are also responsible of any person visiting our website using your internet connection which is assumed to be aware of the GTC in question and shall respect them. Especially, we disclaim all responsibility from minors connecting through you technical installation.

3. *You statute*

3.1. **Judicial capacity, age:** By making any “Booking”, you testify clearly and under your own and unique responsibility that:

3.1.1. You have full enjoyment and exercises capacity to establish with us;

3.1.2. You are fully 18 years old.

3.2. **Orders of alcoholic drinks:**

3.2.1. In accordance with the order n° 59-107 of January 7th 1959, and under article L. 80 from the public house code and measures against alcoholism, it is illegal to sell alcohol to minors.

3.2.2. Alcohol abuse is harmful to your health. Please drink and appreciate with moderation. By the mere act of booking on our “website”, you fully renounce to the advantage of article 1587 of the Civil Code, which states that the conclusion of wine sale only become permanent after tasting and approval from the purchaser.

3.2.3. Any Booking made on behalf of a minor, and including one or several alcoholic drinks that we would be aware of, will be rejected. It is your responsibility to respect the clauses of the article 3.2.1. and, if necessary, their violation engage your personal and exclusive responsibility.

4. Booking and description of sale process

4.1. **Verification of your booking:** Once you have selected the “Night” at the restaurant « Les Étoiles d’Épicure and given all the needed information, you will have the opportunity to confirm your order by clicking on the “submit”, “book” button or whatever similar button is there. **It is necessary at this point that you confirm the accuracy of the given information. After submitting, your booking is definitely and automatically generated to the restaurant.**

4.2. **To modify or cancel an order:** You have the possibility to cancel the booking after permanent confirmation and such, until 72 hours before the date of your chosen night. The repayment is therefore done by the recredit of the credit card that was used to pay the booking. In case you want to change an order, you can contact without delay our customer service as stated in the article 6.3. which will try to contact the restaurant in order to cancel this order or obtain its approval over a modification of the submitted booking before its processing.

4.3. **Payment authorization:** Any order, after confirmation from you, will be permanent only once the payment is confirmed. No booking will be possible without payment.

4.4. All menus and wines on an indicative basis and can be modified according to the availability of products and the will of chefs. In case of withdrawal of a chef, he will be replaced by an equal chef.

4.5. You can also book by calling the 0810 10 20 50. We are open from 7:30am to 7pm, from Monday to Friday, and from 7:30am to 12am on Saturday. These opening hours are

given on an indicative basis and may be changed by AMG Production at any moment without preceding notification.

4.6. Booking can be made until 11:59om on the day before the concerned night.

5. *Price, conditions of payment*

5.1. **VAT:** Permanent prices are those indicated on the website and told in Euros. Those prices include the VAT.

5.2. **Means of payment:** credit card, e-credit card, Maestro, MasterCard, Visa, Visa Electron.

5.3. We reserve the right to decline a new order from a previous customer with whom a payment dispute would have happened once.

6. *Customer service*

6.1. **General points:** Our very first objective is to ensure our customers satisfaction. We will ensure, to the maximum extent possible, any conceivable action so as to satisfy as much as possible our customers. At any stage of the booking procedure, you can join our service by mail at “epicurialesdebordeaux@gmail.com”.

6.2. **Information over booking and booking confirmation:** A confirmation email will be sent to you 24 hours after receipt of your payment. You are under the obligation to show this confirmation at the home pole of the Étoiles d’Épicure on the day of your dinner. In case of lateness of confirmation email receipt or for any question regarding your booking, please contact the customer service by calling the phone number given in the article 4.5 or by mail at the address given in the article 6.1.

6.3. As indicated in the article 4.2., booking can only be cancel until 72 hours before the day of the chosen night. You can contact our service with the contact details given in the article 4.5 in order to either cancel your confirmation demand before this deadline or cancel your booking and ask for your repayment.

7. *Licence*

7.1. **Authorized use:** You are allowed to use the « website » in question, copy and download any extract from the website for your own personal use, and in the following cases:

7.1.1. Any use of the website must be done depending on its purpose (booking) and with no harm intended (this especially excluded any piracy attempt or any web scraping attempt).

7.1.2. Except in the case of express and preceding authorization, intellectual property on the website, its structure and any right over registered trademarks and used denominations (this including especially pictures and drawing style) are the exclusive property of the company and/or its owners according the company a license on this topic. The totality of those creations and trademarks are protected by the laws and rules linked to international treaties

practical on the matter. Any use of extracts, screenshots from the website, for an unauthorized use written in the article 7.1 is strictly forbidden.

7.1.3. You are not allowed, in any way, to modify digital or paper copies of any copy of extract from the “website”, and you are not allowed to use the photo(s), picture(s), any drawing style(s) parts, video(s), or soundtrack(s) by other means than attached to the text and the relevant whole, in its context.

7.1.4. You have to ensure that in any case and for any use you would do in conformity with the article 7.1, the statute of author of the AMG Production Company and the protection of these elements according to the rights of intellectual property and rights of trademarks are clearly mentioned. The reference to these GTC in question is necessary in case of such copying or borrowing of any element covered by this intellectual property or rights of registered trademarks.

7.1.5. You are not allowed to use any element from the “website” or copies you may have, for commercial use, without preceding written approval from us, in any way in the respect of the right of license.

7.2. **Right of use restriction:** Except for the condition of use defined in the article 7.1, the “website” or any of its elements can neither be copied, stocked, nor be a screenshot published on any other website, any electronic device whatever public or private, and in any service without preceding and written authorization from AMG Production.

7.3. **Reserved rights:** All rights non-reserved or authorized expressly according to these GTC are excluded.

8. *Service access*

8.1. **Website access availability:** Although we are doing everything we can to ensure you a 24 hours access to the website, we disclaim all responsibility in any way for access interruption whatever the reason, whatever the duration.

8.2. **Access suspension:** The website access may be suspended towards one or all the users, at any moment and without previous notification.

8.3. **Information over security:** The transmission of information through the internet cannot be completely secured. Although we took all necessary measures required by the law to protect the totality of your information on our website, we cannot guarantee that data transmission to our website is protected. This transmission is under your risk.

9. *Users information*

9.1. **General points:**

9.1.1. Any information other than contact details and details regarding a person, such as exchanged mails with customer service, passed files (“users information”) are considered as non-confidential and free regarding all rights of intellectual property. By sending these files,

or any customer opinion, you recognize and ensure that you are holder of all rights of use on these contents and that you authorize use to keep them. Additionally, you admit we have no responsibility or obligation of restitution, deletion, inspection or preservation regarding those contents (texts, pictures, photos, and sounds), and that we can use it in any use that seems appropriate to us, such as whole or part copy, reproduction, promotion, incorporation for a commercial or non-commercial use and thus whatever the form.

9.1.2. You recognize and ensure that those users information you passed to us do not contravene to one or several restrictions written in articles 9.2 and below.

9.2. Policy regarding users information: You are not allowed to pass any users information to our website (this including customer opinion) which:

9.2.1. Would contravene to international and national laws (especially libel, slander, infringement of freedom of speech...);

9.2.2. Are illegal, false or fraudulent;

9.2.3. Would establish an unauthorized, excessive, inaccurate, or tendentious advertising;

9.2.4. Would include virus, or any other technical device that could damage the “website”, could make it nonfunctional or tries to pirate it;

9.3. **Communication rights:** You are informed and you agree that if required, we cooperate in their request in legal practical frameworks, to any demand of communication made by any administrative or judicial authority holder of a communication right, which would ask for the revelation of origin and identity of the emitter of some “user information” of which we would be the addressee, and which would contravene to any legal and regulatory obligation. Additionally you agree from now on that our responsibility cannot be engaged in any way in the case that we respect a communication right from an administrative or judicial authority.

10. Link from or toward other internet pages

10.1. **Outsiders’ websites:** The “website” links sending back to other websites are only given for customers’ ease. By clicking on those links, you leave the “website”. We do not proceed to any controls of outsiders’ websites, and we disclaim all responsibility regarding those outsiders’ websites, their availability, their security or their contents. We do not guarantee in any way the publishers of such websites and we disclaim all responsibility linked to the use of those websites. If you decide to be redirected to an outsider website, you engage your own and unique responsibility.

10.2. **Authorization of link creation:** You are allowed to put a link between the flyleaf of the epicuriales.com website and your own website, only if:

Vous pouvez mettre en place un lien entre la page de garde du site www.epicuriales.com et votre propre site, sous réserve :

10.2.1. This link has a loyal intention; it is in accordance with all practical legal measures, especially by harming none of our customers and not damaging or not taking advantage of our reputation;

10.2.2. This link join the “website” to a website of yours, and this website does not have any misleading appearance that could make a remiss customer thinks there is a link between our website and yours, or that this website is operated by our company, or in collaboration and/or with the support of our company.

10.2.3. This attached link respects all the conditions and terms of any “users information” described in the article 9.

10.2.4. Taking for acknowledged that in any moment, AMG Production reserves the right to put an end to this relation, without previous notification, for any reason, and with no compensation.

11. Case of exclusion of our responsibility

11.1. **General reserve over available information on the “website”:** We try our best to give correct information, but we cannot guarantee it is authentic or complete. We may at any time modify the contents of these information, their presentation, our service’s content, products, prices, without notice. The informative content may not be updated, but we do not take any commitment toward this, and disclaim all responsibility.

11.2. **Special case on “menu information:** We do our best to give you descriptions, dishes composition, special offers and their conditions as precise as possible. Nevertheless, we do not guarantee in any case the composition of menus. Anyone having allergy is asked, in case of doubt toward a dish, to obtain a preliminary confirmation from the “restaurant” before any booking, by contacting our service (see contact details in the article 4.5) which will try to obtain an express confirmation by the concerned chef before booking.

11.3. **Exclusion of any auxiliary law - interpretation of our GTC :** We provide a service accessible from the internet for which our company exclude all guaranty, all responsibility, all declaration or commitment linked to the functioning, the accessibility or non-accessibility of the “website” and service, not including the GTC in question; this exclusion having for only fixed limits the ones fixed by imperative laws. Consequently, none extension of responsibility terms by application of auxiliary rules drawn from the silence of these general conditions, will be practicable to appreciate the scope of AMG Production’s responsibility, and any silence on these GTC toward any user or customer’s right must be interpreted as a revoke of such right, subject of any imperative text on the matter.

12. End of relations

12.1. **Reasons of rupture/suspension:** We have the authority to put an end or to suspend your right of use of the website and any service provision in you favor, by simple notice by email and/or in writing, if we estimate that:

12.1.1 You are using the website in contradiction with article 7.1 (license);

12.1.2. You established all “client hardware” in violation of articles 9.2 and/or 9.3;

12.1.3. You have violated article 10.2 (links with other websites);

12.1.4. We suffered payment incidents such as error payment, dispute, seizure, or fraud linked to payment; or if we estimate we could be dealing with such difficulties (over-indebtedness, receivership etc.);

12.1.5. You violated any other important rule settled by these GTC in question or other case.

13. Written communications - proof

13.1. Law can request some information or communication to be written down. By using our “website” you agree that most part of our communication is exchanged in electronic format. We will contact you by email or we will diffuse any general information on the “website”. Concerning contractual relations and your bookings, you fully agree that all the exchanges, confirmations, invoices, made in electronic format are methods of communication equivalent to written methods of communication. This does not affect legal rights.

13.2. The button submit related to the procedure of click, of authentication and of non-repudiation consists a valid electronic signature. This electronic signature has the validity of a written signature between the parties, in conformity with the law.

13.3. Information on your booking will result in an electronic confirmation email. You have to keep this email and print it, in order to present it to the home pole of the Étoiles d’Épicure on the day of your dinner.

13.4. You agree that digital copies of exchanges between the parties and details of orders, which are kept on a data storage disk in accordance with applicable standards, are sufficient proof of relations between the parties.

14. Outside events under our control

14.1. We disclaim all responsibility in the case we would not be able for a temporary or permanent amount of time to ensure our service provision; in the case that passed bookings on the “website” could not be insure for one cause, one or several events or circumstances preventing their execution and being beyond our control (“**case of force majeure**”).

14.2. “Cases of force majeure” include, without the completeness of herein below examples, any event, circumstance, omission, or accident being out of the control of our company (but able to occur in our company) so as, for example:

14.2.1. Any coup d’état, state of emergency, or major civil crisis, riots, invasion, terrorist attack or threat of terrorist attack, war (declared or state of war) and state of war preparation;

14.2.2. Fire, explosion, hurricane, lightning, downpour, earthquake, epidemic, snowfall or any other situation of natural disaster (even state of non-declared natural disaster);

14.2.3. Impossibility to use public and/or private telecommunication means;

14.2.4. Any new regulations and any authority decision that would limit, forbid or make impossible the pursuance of our utilization.

14.3. The execution of any obligation anticipated in these GTC and for any booking made on the “website”, will be presumed suspended during the whole period of happening of this circumstance being a “force majeure”, and will continue as long as these circumstances exist and at the end of this period, during a reasonable amount of time to insure a regular resumption in the execution of provision. Nevertheless, we endeavor to maintain our services as much as possible in situations related to “force majeure” that do not make strictly impossible the execution of our provisions.

15. Additional services

15.1. **Full agreement:** These GTC are, with their appendices and all concerned document, the totality of the conditions that apply to our relation with any user of the website and they apply preferably to any other previous measure, any previous agreement or discussion, any talk, any correspondence, any negotiation which would have occurred before the diffusion of these GTC in question or any general terms and conditions of services or previous uses.

15.2. No tolerance of one of the parties about the implementation of one or several conditions of these GTC can ever be interpreted as a tacit agreement or a renunciation of the application of these GTC.

15.3. **Intuitu personae contract:** No right and no obligation resulting from these GTC can ever be transferred, given, passed to any outsider, by an user without our previous and express approval. Reciprocally, we can only give elements from these GTC in question, to a person to whom we are affiliated or who is our affiliated or with whom we form a joint-venture to exploit our business, whatever we are purchasing it or we purchased it.

15.4. **Chefs names and menus :** Names are descriptive and only indicated to ease the reading, and cannot have any impact on the content and the interpretation of the GTC dispositions, which the terms alone can direct the interpretation. Furthermore, pictures and photos on the website are non-contractual.

16. Pratical law and jurisdictional competence

16.1. These GTC are subject to French law. Any disagreement linked to the validity, the interpretation, the respect, or any violation of these GTC is subject to French court jurisdiction. The same applies to any service provision subject to these GTC and to any contractual, criminal, or legal action for damages engaged against AMG Production related to the use of the “website”.



II. CONFIDENTIALITY POLICY AND PRIVACY PROTECTION

We commit to protect private life of any visitor of the “website”, including any visitor having access to the website or service by a mobile application or other platform or technical mobile device.

By visiting and/or using the service on our “website”, you accept the collection, the use and the transfer of your information in the limit and the framework defined in this policy in question.

1. Nature of collected information

1.1. When you visit the “website” or when you use the booking function, you may need to give information about you, including your name, your contact details (phone and cellphone number and email address) and payment information (such as credit or credit card information). We may also, apart from this strict information linked to order, gather information on your use of the website, the service and the information, from email or letters that you send us.

1.2. Our confidentiality policy apply every time you access the www.epicuriales.com website, and this whatever the technical device used to do so, such as cellphone, tablets or other devices/technologies, including mobile applications.

2. Disclosure of your information

2.1. Information you provide to us is transferred and stocked on our server which can be within the European economic area or outside, and it can be read and given to our staff for the reasons stated in this policy, or for other reasons that will be noticed later on.

2.2. The outsiders with who we share our information may have access to various activities such as: credit card payment, of service or products supply. We take all necessary measures to insure your data are processed in security and in conformity with this confidentiality policy.

3. Security and data preservation

3.1. We take all necessary measures to protect your information against non-authorized access or against any illicit process of your data, accidental loss, destruction or any damage caused to you information. We keep your data for a reasonable amount of time, or as long as the law request it.

3.2. Data transmission through internet is not fully secured. Although we take measures to protect your data, we cannot guarantee the security of your data transmitted to the website. Any transmission is under your own risk. Once we received your information, we use strict

security procedures and measures of high standard, so as to try to restrain non-authorized access.

4. *Contact*

4.1. Any comments, questions or demands linked to the use of your information are welcomed and must be addressed to AMG Production, 38 cours Gambetta, 33400 Talence, or by calling the 08.10.10.20.50.

