LEGAL TERMS

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1. Editor - Contact

The https://www.moethennessy.nl/ website (the "Site") is edited by Moët Hennessy Nederland B. V., a Besloten Vennootschap (B.V) company (hereinafter the “Company”, “we” or “us”) with:
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For any enquiry regarding the Site, please contact us by sending an e-mail to: nederland@moethennessy.com

2. Hosting Company

The Site is hosted by CAPGEMINI TECHNOLOGY SERVICES
• registered address: 5 Rue Frédéric Clavel, 92150 Suresnes - France
• phone number: +33 (0)1 49 67 30 00
• RCS Nanterre: 328 781 786

TERMS AND CONDITIONS OF USE

Any use of this Site or any digital service associated and managed by the Moët Hennessy Netherlands (together the “**Digital Services**”) by any person (hereinafter "you" or the "User(s)") is governed by these terms & conditions of use (hereinafter the “Terms & Conditions"). The purpose of these Terms & Conditions is to define the conditions of access, navigation and use of the Digital Services.

By accessing and using the Digital Services, you accept without reservation the application of these Terms & Conditions.

We reserve the right to modify and/or update these Terms & Conditions by publishing a new version on our Site. We therefore invite you to consult them regularly.

To access the Digital Services, you must have reached the minimum legal age for the consumption and/or purchase of alcohol (whichever is higher) according to the legislation in force in your place of residence. If such legislation does not exist in your place of residence, you must be at least 21 years old to access the Digital Services.

1. NAVIGATION ON THE DIGITAL SERVICES

1.1 Access to the Digital Services

Users of the Digital Services are responsible for the hardware and software required to access the Internet and the Digital Services. The Company reserves the right, at its sole discretion, to suspend or terminate access to all or part of the Digital Services, its content, or to services offered on the Digital

Services, without prior notice and, to the extent legally permitted. Such suspension and/or termination shall not give rise to any compensation for the User.

1.2 Hyperlinks

The Digital Services may contain links to other sites or Internet sources. Insofar as the Company cannot control these external sites and sources, the Company cannot be held liable for the content, advertising, products, services, or any other element available on these external sites or sources. Furthermore, the Company cannot be held liable for any damage or loss (proven or alleged) arising directly or indirectly from your use of the content, goods, or services available on these other sites or external sources.

1.3 Users' behaviour

Each User of the Digital Services warrants:

- to have reached the minimum legal age for the consumption and/or purchase of alcohol (whichever is higher) according to the legislation in force in its place of residence,
- to use the Digital Services for lawful purposes only, excluding any commercial use, except with the prior written consent of the Company,
- that, where applicable, the data provided is accurate, truthful, and up to date.

Users are prohibited from making any representation and/or acting or purporting to act in the name of and/or on behalf of the Company, its subsidiaries and affiliates and their respective shareholders, directors, officers, and employees, for any purpose whatsoever.

On the Digital Services, Users must behave in a responsible, lawful, courteous, and respectful way with regard to the rights of other Users of the Digital Services, the Company, its affiliates and third parties.

Users must notably refrain from:

- upload, post, email or otherwise transmit any material to the Digital Services that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt or interrupt the operation of the Digital Services, servers or networks connected to the Digital Services, or violate any requirements, procedures, rules or regulations relating thereto;
- undermine or attempt to undermine the Digital Services's operation, notably by exposing the Digital Services to a virus, by causing a consultation overload (bandwidth), by overloading the server, by sending "spam", or by overloading the Digital Services's messaging service;
- consult Company's confidential information that is not intended for the User, or access a server or account operated by the Company to which the User is not authorized to access;
- seek to evaluate, ascertain or test the Digital Services's vulnerability, and/or breach the Digital Services's security or authentication measures without the prior written consent of the Company;
- engage in any illegal activity or any other activity likely to prejudice the rights of the Company, its suppliers, service providers, retailers, advertisers or other persons, or to incite third parties to engage in such activities;
- upload, transmit, post, or otherwise make available on the Digital Services unsolicited or unauthorized advertising or promotional materials, junk mail, spam, chain letters or any other form of solicitation;

- upload, post, email or otherwise forward any Content on the Digital Services that the Company reasonably believes, in its sole discretion, to be unlawful, harmful, libellous, defamatory, offensive, racist, vulgar, obscene, threatening, violent, infringing on a person's privacy, racially, ethnically or otherwise objectionable, or any other objectionable Content;
- send by e-mail or transmit by any other means any content of the Digital Services to persons under the minimum legal age for the consumption and/or purchase of alcohol (whichever is higher) according to the legislation in force in their place of residence, or residing in a place restricting or prohibiting the advertising of alcoholic beverages.

Each User agrees to comply with all applicable laws, rules and procedures relating to online user behavior and to the transmission of technical data.

Where applicable, and to the extent permitted by law, the Company may terminate a User's right of access to the Digital Services at any time if the User fails to comply with his or her obligations under applicable law, the Terms & Conditions and/or any other document, without prejudice to the Company's right to claim damages.

1.4 User generated content (when applicable)

Users of the Digital Services are solely responsible for the content they post on the Digital Services (hereinafter "User Content") and for the consequences of its diffusion, publication, transfer, or availability. The Company does not endorse any User Content, and in particular any opinion, recommendation or advice expressed by Users on the Digital Services, and declines any responsibility for User Content posted on the Digital Services.

More specifically, we do not carry out any *a priori* moderation of User Content published in the participative sections of our Digital Services, and any content of any form or nature that is integrated therein (text, sound, images, video, hyperlinks, etc.) is published under the sole responsibility of each contributor, without our editorial responsibility being incurred as a result. However, we undertake to prevent access to any User Content that has been notified to us as illicit in the sense and according to the methods provided for by law 2004-575 of June 21, 2004 *pour la confiance dans l'économie numérique* (for building confidence in digital economy, known as "LCEN"). In particular, you may notify us of any User Content that you consider to be illicit. Furthermore, in the event that User Content is generated on the Digital Services, the Company reserves the right to decide *a posteriori* to remove any content that encourages the consumption of alcohol by minors and/or the excessive consumption of alcoholic beverages.

Users retain all their intellectual property rights (if any) in the User Content they publish in the participative sections of our Digital Services. Therefore, you acknowledge that the publication of User Content on our Digital Services implies its display and access by all users and visitors to the Digital Services.

Accordingly, by posting your User Content on our Digital Services, you grant us a worldwide, royalty-free, non-exclusive, transferable license to use, copy, modify (for technical purposes) and display such User Content, but only to the extent necessary for us to provide access to and disclosure of such User Content to all visitors to our Digital Services.

1.5 Report illegal content

Users may notify the Company of any inappropriate content by sending an e-mail to nederland@moethennessy.com.

2. SITE & DIGITAL SERVICES CONTENT PROTECTION

2.1 Company’s Content

The Site taken as a whole, as well as the Digital Services, and each of their component parts (such as texts, tree structures, software, animations, photographs, illustrations, images, videos, diagrams, soundtracks, logos, trademarks, designs), including the software elements necessary for the operation of the Digital Services, databases, and newsletters (hereinafter the "Company Content") may contain confidential information and data protected by intellectual property law or any other applicable law. Thus, unless otherwise stated on the Digital Services, the intellectual property rights to the Company's Content are the exclusive property of the Company, or of third parties who have granted it a license, and the User is not granted any license, or any right other than that of consulting them on the Digital Services.

Any reproduction and any use of copies of the Company's Content made (in whole or in part) for commercial purposes, in any manner and in any form whatsoever, are expressly prohibited.

The User is also prohibited from copying, modifying, creating a derivative work, assembling, decompiling, assigning, sublicensing, or transferring in any way whatsoever any right pertaining to the Company's Content or the Digital Services.

2.2 Database

Databases appearing on the Site are protected by the French Intellectual Property Code, and any retrieval or reuse, qualitatively or quantitatively substantial, of the content of the Site’s databases is subject to sanctions.

2.3 Trademarks and logos

Trademarks and logos appearing on the Digital Services are registered trademarks of the Company or third parties. Any reproduction, imitation, or use, in whole or in part, of these distinctive signs without the Company’s express written consent and in violation of the prohibitions set forth in the French Intellectual Property Code shall engage the responsibility of the offender.

3- PERSONAL DATA

The terms and conditions governing the processing of personal data on the Site are defined in the Information Note on the processing of Personal Data & Cookies available on the Digital Services.

4- RESPONSIBILITY

The Company cannot guarantee the accuracy, precision, or completeness of the information made available to Users on the Digital Services.

The Company provides access to the Digital Services free of charge and, to the extent permitted by law, declines any liability, including in the following cases:

- for any interruption of the Digital Services;
- in the event of bugs, computer viruses, display or download errors on the Digital Services;
- for any inaccuracy or omission in the Company Content available on the Digital Services;
- for any damage resulting from fraudulent intrusion by a third party;

- and generally for any direct or indirect damage, whatever their cause or consequence, which may arise following access to the Digital Services and resulting from any information originating directly or indirectly from the Digital Services.

5- GOVERNING LAW AND JURISDICTION

The Terms & Conditions, as well as the Information Note on the processing of Personal Data & Cookies to which reference is made here, are governed by French law.

Unless otherwise required by law, any dispute on the Content and use of the Digital Services shall fall within the exclusive jurisdiction of the competent court within the jurisdiction of the Paris Court of Appeal (la *Cour d'Appel de Paris*), including in the event of a warranty claim, proceedings involving several defendants, summary proceedings or proceedings on petition.