

1. Object

1.1. All services provided by COSMETIKWATCH are subject to the General Terms and Conditions set out below. **These general conditions are not subject to modification by stipulations contained in any document from our CUSTOMERS; These provisions being deemed revoked by the handwritten or electronic signature of these General Conditions of Sale.**

1.2. COSMETIKWATCH is authorized to modify the content of these General Conditions, subject to the notification of the CUSTOMER of this modification and the date on which it takes effect, inviting him or her by any means to read the new text of the General Conditions, available online.

1.3. Unless otherwise agreed, COSMETIKWATCH grants its customers a non-exclusive and non-transferable right to use the database (hereinafter "the license"), in accordance with the following conditions.

2. Continuity of services

COSMETIKWATCH reserves the right to temporarily suspend access to its services for reasons of maintenance and / or improvement, without entitlement to compensation if the interruption is less than 72 hours.

3. Characteristics of the license granted

3.1 COSMETIKWATCH offers 2 subscription packages by Internet:

Package 1: the "subscription by distribution channel" package, comprising four distribution channels to choose from:

- SELECTIVE Channel
- MASS MARKET Channel
- PHARMACY / PARAPHARMACY Channel
- VARIOUS Channels

Package 2: the "subscription by cosmetic channel" package, comprising four cosmetic categories to choose from:

- SKINCARE Category
- MAKE-UP Category
- PERSONAL HYGIENE Category
- HAIRCARE Category

Each channel allows the CUSTOMER in the chosen field, to have a database on numerous cosmetic products, published by COSMETIKWATCH.

3.2 Except under the "MULTI-SUBSCRIPTION" option, the license is granted to a sole USER. The CUSTOMER is solely responsible for the use of the access codes related to him or her. The USER and the CUSTOMER undertake not to authorize third parties to access the COSMETIKWATCH database, except with the prior written consent of COSMETIKWATCH.

Any transfer of this contract to third parties, whether by assignment, merger, partial asset contribution, lease management, in particular, requires the prior written agreement of COSMETIKWATCH.

4. Intellectual Property Rights

4.1 COSMETIKWATCH grants its CUSTOMERS a limited right of use of its database over time.

Under no circumstances can the CUSTOMER claim any right of ownership of the said database.

4.2 The entire content of the COSMETIKWATCH website and databases is the sole property of COSMETIKWATCH and is protected by copyright and intellectual property laws. Without prior agreement from COSMETIKWATCH, it is forbidden to use, even partially, the content of the site.

5. Prices

5.1 Subscription prices are exclusive of taxes unless otherwise stated..

5.2 All orders, whatever their origin, are payable in Euros.

5.3 Subscription rates are those in effect on the day of subscription. As a matter of principle, prices are fixed. Nevertheless, COSMETIKWATCH is authorized to increase prices at any time during subscription, for the purpose of updating, and subject to prior notification of its CUSTOMERS, by any means.

5.4 Types of packages. In the two packages proposed, the price of the subscription depends on the number of desired distribution channels or cosmetic product categories (it is impossible to mix the channels, each package being independent of the other):

5.4.1 As for subscription by distribution channel:

1 category: €2,000 before tax for a one-year subscription.

2 categories: €3,000 before tax for a one-year subscription.

3 categories: €4,000 before tax for a one-year subscription.

4 categories: €5,000 before tax for a one-year subscription.

5.4.2 As for subscription by product category:

1 category: €2,000 before tax for a one-year subscription.

2 categories: €3,000 before tax for a one-year subscription.

3 categories: €4,000 before tax for a one-year subscription.

4 categories: €5,000 before tax for a one-year subscription.

6. Price reduction

One (1) "MULTI-SUBSCRIPTION" option is proposed. This enables benefiting, in addition to the initial subscription, from two (2) additional accesses on the same subscription, upon payment of the sum of €500 euros before tax.

NO MORE THAN two (2) MULTI-SUBSCRIPTION options can be added to the same subscription so as to create two times two (2X2) additional accesses, that being a

total of five (5) accesses, the initial subscriber plus the four (4) additional accesses included in the two (2) MULTI-SUBSCRIPTION options, upon payment of the sum of five hundred (500) Euros before tax for each of the options chosen, that being one thousand (1000) Euros before tax.

7. Conclusion of the subscription

The subscription process takes place in several stages.

7.1 The customer creates a user account on the www.cosmetikwatch.com website,

- Access to the databases is ordered online by the CUSTOMER, who selects the desired package. An order summary is then issued.

The contract is formed between the Parties by the validation of the CUSTOMER's order,

- Once the package has been ordered, the CUSTOMER specifies the payment methods chosen in accordance with article 9 of these General Conditions of Sale and validates them after acceptance of the General Conditions of Sale,

- The CUSTOMER receives the invoice by email,

- Once payment has been made, the CUSTOMER receives by email the access codes to the database.

7.2 The CUSTOMER requests a quote and the contract is formed between the Parties by validation of the CUSTOMER's order, after acceptance of the General Conditions hereinafter set forth,

- Once the package has been ordered, the CUSTOMER specifies the payment methods selected in accordance with article 9 of these General Conditions of Sale,

- The CUSTOMER receives the invoice by email,

- Once payment has been made, the CUSTOMER receives by email the access codes to the database.

8. Duration of contract

8.1. Duration. The contract is deemed to have been concluded on the date of dispatch of the order confirmation by COSMETIKWATCH. Access to databases is determined by receipt of payment. The contract is concluded for the specified period on the confirmation of order, that being **one year, renewable tacitly. As a professional, the CUSTOMER does not have the right of retraction provided for in Article L.121-20 of the Consumer Code.**

8.2. Renewal. The contract will be renewed by tacit agreement for successive terms equal to the duration of the initial contract, unless cancellation is made by the CUSTOMER by registered letter, sent to COSMETIKWATCH at **least 2 (two) months before the expiry of the contract.**

9. Terms of payment

9.1. Price. The price of the service is the one indicated in the summary of the order and on the invoice.

The amount of the annual subscription is fully payable once the order is made, by check or bank transfer.

9.2. Payment methods. The services are invoiced annually to the CUSTOMER, when the order is validated.

In case of payment by check, upon receipt of the acknowledgment of receipt of the order, the CUSTOMER is obliged to send a check equal to the full amount of the annual subscription subscribed within 8 days of the signature of the contract to:

COSMETIKWATCH
Les Blaches
26270 CLIOUSCLAT
FRANCE

In the event of payment of these services by bank transfer, the CUSTOMER is obliged to make the bank transfer to the company COSMETIKWATCH using the bank account details document attached to the acknowledgment of receipt of the order within 8 days of the signature of the contract.

9.3. Late payment charges. Any delay in payment automatically generates penalties for late payment, in accordance with the legislation in force and Article L.441-6 of the Commercial Code, on the basis of an interest rate of 1% before tax per month of delay, as well as a lump sum indemnity of 40 Euros for recovery costs.

Late payment charges begin the day after the due date of the invoice.

In addition, from the first day of late payment, COSMETIKWATCH may suspend the CUSTOMER's access to all its services without notice.

10. Termination and termination of subscription

10.1 Termination by COSMETIKWATCH. COSMETIKWATCH may interrupt access to the service and / or cancel the contract as of right and with immediate effect without prior and formal notice due to a serious failure by the CUSTOMER, in particular in the case of:

- non-compliance by the CUSTOMER with the obligations provided for in these general conditions of sale, and in particular the obligations mentioned in Articles 3, 4 and 9;
- delay in the payment of sums owed by the CUSTOMER pursuant to article 9 above, after

the first reminder, issued by any means, that has remained unsuccessful within 48 hours.

10.2 Termination by the CUSTOMER. As stipulated in article 8.2 of these general conditions, the cancellation of the subscription must be made by registered letter with acknowledgment of receipt addressed to the company COSMETIKWATCH within a minimum period of two (2) months before the expiry date of the subscription. Failing this, the subscription will automatically be renewed for the same commitment period as before.

10.3 Miscellaneous. In case of early cancellation of the subscription, no reimbursement can be made by COSMETIKWATCH.

11. Change in subscription

If the CUSTOMER wishes to subscribe to an additional channel, unless otherwise agreed by the company COSMETIKWATCH, he or she will have to subscribe to a new contract.

12. Liability

12.1 The CUSTOMER agrees to seek the contractual liability of COSMETIKWATCH only in the event of gross or willful misconduct of the company COSMETIKWATCH. COSMETIKWATCH is liable for compensation only for personal, direct and certain damage.

In any event, COSMETIKWATCH is in no case liable for any indirect or immaterial damage, whatsoever, which may be suffered by the CUSTOMER or by third parties, and in particular any financial or commercial damage, loss of profit, loss of data.

COSMETIKWATCH can under no circumstances be held responsible for the fraudulent use of the databases made available to CUSTOMERS.

12.2. If, during the delivery of the service, the CUSTOMER considers that the service is not in conformity with the order, he must within a period of one (1) month of the delivery, notify by registered letter with acknowledgment of receipt the malfunction(s) he or she attributes to the company COSMETIKWATCH, and provide any justification as to the reality of that or these malfunction(s). Failure to notify within the aforementioned period, the CUSTOMER loses all right to seek redress from COSMETIKWATCH.

12.3. In any case, in the event of gross negligence or willful misconduct committed by COSMETIKWATCH, its liability shall be

limited to foreseeable damage within a limit corresponding to the amount of the signed contract as defined in Article 9.1. hereof.

13. Attribution of jurisdiction

The Court of Commerce of the place of the registered office of COSMETIKWATCH shall be expressly and exclusively conferred jurisdiction in the event of any dispute between the Parties concerning the formation, interpretation, execution or termination of these General Conditions and of any contractual document signed between the Parties, even in the case of proceedings for interim relief, expert appraisal, plea, multiple defendants or non-adversarial proceedings.

14. Assignment

COSMETIKWATCH reserves the right to assign contracts with its CUSTOMERS and / or to subcontract certain supplies of goods or services, without prior written approval from CUSTOMER, which he or she accepts now without reservation.

15. Severability

If one or more of these provisions of these General Conditions, the Special Conditions, Schedules and / or purchase orders are null and void, the validity of the other stipulations will not be affected.

16. Place of execution of the service

The service is provided at the registered office of COSMETIKWATCH.

17. Personal information

The information collected is processed by COSMETIKWATCH for the good working order of the website and secure transactions. The recipient of the data is exclusively COSMETIKWATCH. In accordance with the law "Informatique et Libertés" of 6 January 1978 amended in 2004, you have the right to access and rectify any information concerning you which you may exercise by contacting COSMETIKWATCH:

contact@cosmetikwatch.com . You may also, for legitimate reasons, object to the processing of your personal data.