

# Terms and conditions of use

## 1. Purpose

The purpose of the "general terms of use" hereinafter is to provide a legal framework for the use of the baccarat.com website and related services.

This contract has been drawn up between:

- The operator of the website, hereinafter referred to as "the Publisher",  
and
- Any natural or legal person wishing to access the site and related services, hereinafter referred to as the "User".

The general conditions of use must be accepted by every User, and access to the site shall constitute acceptance of said conditions.

## 2. Legal information

The baccarat.com website is published by BACCARAT SA, a French limited company with a capital of €20,767,825, whose registered office is located at 20, rue des Cristalleries, Baccarat (54120), and whose commercial office is located at 11, Place des Etats-Unis, Paris (75116).

The company is represented by Margareth Henriquez Schemel in her capacity as Managing Director.

## 3. Access to services

The User of the baccarat.com website has access to the following services:

- Brand content
- Product information
- Redirection to external web shops
- Store locator
- Baccarat communication registration

Any User with access to the Internet may access the baccarat.com website free of charge. The costs incurred by the User to access the site (internet connection, computer equipment, etc.) are not the responsibility of the Publisher.

The following services are accessible to the User only if they are a member of the site (i.e. identified by their login details):

- Wishlist
- Changes to communication preferences

The Site and its various services may be interrupted or suspended by the Publisher, in particular for maintenance purposes, without any obligation to give prior notice or justification.

#### **4. Responsibility of the User**

The User is responsible for the risks associated with the use of their login and password.

The User's password must remain confidential. The Publisher accepts no liability in the event of disclosure of a User's password.

The User assumes full responsibility for the use they make of the information and content posted on the baccarat.com website.

Any use of the service by the User which directly or indirectly results in any form of damage shall incur compensation for the benefit of the site.

#### **5. Responsibility of the Publisher**

The Publisher shall not be held responsible for any malfunctioning of the server or the network.

Likewise, the site shall not be held responsible in the event of force majeure or the unforeseeable and intractable act of a third party.

The baccarat.com website undertakes to implement all necessary means to guarantee the security and confidentiality of data. However, it cannot not guarantee total security.

The Publisher reserves the right not to guarantee the reliability of sources, although the information published on the site is deemed reliable.

#### **6. Intellectual property**

The contents of the baccarat.com website (logos, texts, graphic elements, videos, etc.) are protected by copyright under the Intellectual Property Code.

The User must obtain the authorisation of the site's publisher before any reproduction, copy or publication of all the various contents.

Said contents may be used by users for private purposes; any commercial use is prohibited.

The User is wholly responsible for any content they put online and undertakes not to harm or offend any third party.

The Site Publisher reserves the right to freely request the moderation or deletion of content posted by users at any time, without justification.

#### **7. Personal data**

Refer to our Privacy Policy.

#### **8. Hyperlinks**

The domains to which the hypertext links on the site lead in no way engage the responsibility of the Publisher of baccarat.com, who has no control over said links.

A third party has the possibility to create a link to a page on the baccarat.com website without the express authorisation of the publisher.

## **9. Changes to the general conditions of use**

The baccarat.com website reserves the right to modify the clauses of the present general conditions of use at any time and without justification.

## **10. Term of the contract**

The term of this contract is indefinite. For the User, the contract shall take effect the moment they start to use the service.

## **11. Applicable law and jurisdiction**

This contract is governed by French law. In the event of a dispute between the User and the Publisher that cannot be resolved out of court, the competent court within the jurisdiction of the Paris Court of Appeal shall be empowered to settle the dispute.