

TERMS OF USE

These general conditions of use are intended to define the terms of use of the www.nicolas-auge.com site.

These terms of use in version 1.3 are applicable from September 8, 2019. You can also see the terms of use in PDF format.

Article 1 - Legal notice

The legal notice is available on the « Legal notice » page of this site.

Article 2 - Access to the site and services provided

Access to the www.nicolas-auge.com site means acceptance of these terms of use by the user. This site is accessible free of charge to any user having access to the Internet. However, all charges for access (hardware, software, internet connection, etc.) are the responsibility of the user.

The site presents the *Nicolas Augé* brand ready-to-wear collections and offers an online store to order brand products.

Article 3 - Intellectual property

All elements on the www.nicolas-auge.com site (text, drawings, photographs, names, logos, brands, creative works, etc.) are works protected by French and international laws.

In France, according to Article L122-4 of the Intellectual Property Code:

Any complete or partial performance or reproduction made without the consent of the author or of his successors in title or assigns shall be unlawful. The same shall apply to translation, adaptation or transformation, arrangement or reproduction by any technique or process whatsoever.

The offender is liable to civil and criminal penalties including penalties specified in Articles L335-2 and L343-1 of the Intellectual Property Code.

Outside of France, these elements are protected in all states signatories to the Berne Convention for the Protection of Literary and Artistic Works.

Article 4 - Personal data

Before submitting your personal data on this site, you must accept the privacy policy available on the « Data protection » page.

Article 5 - Liability

The *Augé Nicolas* company cannot be held liable:

- in direct or indirect damages resulting from the use of this web site or web sites linked to it (loss or damage of data, financial loss, loss of business, etc.);

- for information issued by third parties, accessible through external links mentioned on this web site.

It is up to each user to take all necessary measures to protect its own data and/or software from contamination by viruses. He/she is solely responsible for the confidentiality of his/her identification and authentication data.

The user of www.nicolas-auge.com web site is solely responsible for the content that he/she posts. He/she agrees that the data he/she publishes are not likely to prejudice the legitimate interests of third parties whatsoever.

The *Augé Nicolas* company reserves the right to remove any or all content posted by any user of the web site, at any time for any reason without prior notice or justification. The user can have no claim as such.

Article 6 - Hypertext links

External links are provided for information only and do not engage the responsibility of the *Augé Nicolas* company both for their content and their access conditions.

Article 7 - Force majeure

The *Augé Nicolas* company will not be held responsible in case of delay or non-performance when the cause is related to force majeure as defined by article 1218 of the Civil Code.

Article 8 - Modifications

The content of this site may be modified at any time without notice.

Article 9 - Applicable law and competent jurisdiction

These terms of use are subject to French law. Any dispute will be subject to the jurisdiction of the competent French courts in accordance with the terms of the Civil Procedure Code.