

## GENERAL TERMS AND CONDITIONS OF USE

### PREAMBLE

The present general terms and conditions of use ("Terms and Conditions") are agreed upon between the following two parties:

#### Party one:

The company DAKINE EUROPE SAS, operated by Bucher + Walt SA, hereafter referred to as the "**Company**," owns and operates the website [www.dakine-europe.com], hereafter referred to as the "**Website**".

#### Party two:

Persons who access or view public content on the Website, hereafter referred to as the "**Visitors**", either those registered with the Website and who have an account that provides access to order products sold by the Company (the "**Products**") on the Website, hereafter referred to as the "**Customer(s)**".

Together, the Customers and Visitors are referred to as the "**Users**".

Together, the Users and the Company are referred to as the "**Parties**".

## 1. SCOPE

The present Terms and Conditions define the rules for using the Website and all associated Services (defined below) by the Users.

All services offered by the Company via the Website cover the capacity of the Website to provide Users with the means to purchase Products as well as to save content provided by Users, and are hereafter referred to as "**Services**".

The Company allows users view content on the Website, which primarily consists of content published online by the Company, its partners, as well as the comments published by Users (the "**Content**").

All Content published by a User whose Customer decides to allow public access to said content once published will be considered an integral part of the public Content on the website and can no longer be removed from the Website by the User.

## 2. AGREEING TO THE TERMS AND CONDITIONS

### 2.1 Agreeing to the Terms and Conditions

The Parties acknowledge that their relationship, within the context of using the Website and Services, is governed by the present Terms and Conditions.

Users acknowledge that when accessing the Website and using the Services, they agree without reservation to the present Terms and Conditions as well as to the Privacy Policy relative to personal data, as mentioned in Article 8 of the present Terms and Conditions, and when applicable, the General Terms and Conditions of Sale. In any and all cases, the Customer status is conditional upon prior acceptance of the General Terms and Conditions of Sale in effect.

As a result, it is recommended that Users carefully read the present Terms and Conditions.

If the User refuses to agree to any one of the obligations or conditions contained in the present Terms and Conditions, said User will no longer have access to the Website and/or be able to use the Services.

## **2.2 Modification of the Terms and Conditions**

The Company reserves the right to modify at any time all or part of the present Terms and Conditions. All modifications to the Terms and Conditions will be effective starting on their publication date on the Website.

Any Visitor who continues to access the Website or use the Services after the publication of the new Terms and Conditions will be considered to automatically agree to and accept the modified or replacement Terms and Conditions.

All access to Customer accounts will require agreeing to the new Terms and Conditions.

## **3. CREATING AN ACCOUNT**

### **3.1 Terms for creating an account**

Customer status is reserved for individuals *i)* 18 years of age and older, and in general, individuals with the capacity to sign a contract according to the legal provisions in effect, and *ii)* who have agreed, without reservation, to the present Terms and Conditions.

As a result, the Customer declares having the legal capacity to enter into a contract.

### **3.2 Creating a User Account**

All Users are free to navigate the website and at no cost.

All Product orders require the creation of a User Account through the Website. To do this, the User creates a username and provides the necessary information to open their user account. The username will serve as the identification for the User for all future logins to their account.

Once the account is created, the User will receive a confirmation email from the Website and will become a Customer.

All Users who would like to create an account will be required to provide the following information: last name, first name, email address, mobile phone number, mailing address.

All Users acknowledge and accept that the Company has the right to refuse to create a Customer profile in the event the User has not provided all of the necessary and required information.

All Users will be able to add to and/or modify this information at any time through their account as indicated by to the conditions specified in the Article below.

### **3.3 User Account Management**

The Customer may, at any time, consult their account and access their profile information and all transaction information. The Customer may also, at any time, modify their account information.

The Customer also agrees to ensure that all information provided is correct and up to date.

Every Customer is responsible for their login information, which remains personal and confidential for the Customer. All actions conducted on the Website using the Customer's login information will be considered to have been made by the Customer that created the aforementioned login information.

The Customer is fully responsible for their user information. The Customer agrees to immediately inform the Company in the event the Customer loses their user information or if the Customer notices any unauthorized or inappropriate use of their user information or in the event their saved information is lost.

The Company is not responsible for any fraudulent or inappropriate use of the Customer's user information by a third party since the Customer is required to keep their user information confidential.

The Company reserves the right to freeze, limit access, or close an account if the Company is informed of any inappropriate use or if the Company has legitimate reasons to believe that the account has been pirated or that its use infringes upon the provisions of the present Terms and Conditions.

### **3.4 SERVICE USE**

The User agrees to only use the Services for personal use and, in general, not to engage in acts of disorderly conduct whatever their nature, acts that infringe on the Company's or a third party's rights, or in any way conflict with the current legal, regulatory, or use provisions in effect.

As such, within the framework using the Services and not limited to this list below, the User agrees to fully abide by the following rules:

- The User agrees not to publish inaccurate or false information when creating an account or using the Services, especially for the purpose of deceiving and misleading others;
- The User agrees to be courteous and respectful to other Users;
- The User agrees not to publish Content that infringes upon a third party's or the Company's rights, especially with regard to intellectual property, such as copyrights, trademarks, or patents, the domain name of the Website, or the right of publicity, the right to privacy, personal image rights, or the right to dignity and respect.
- The User agrees not to use the Services in any manner that goes against the legal, regulatory, and use provisions in effect or that infringe upon public decency or morals, and by consequence not to spread any defamatory, insulting, obscene, pornographic, racist, or violent Content, or any Content that incites violence or hate.

In addition, the User also agrees not to infringe upon or try to infringe upon the integrity or the security of the information technology infrastructure used to operate the Website and the Services.

As such, within the framework of Service use and not limited to this list, the User agrees to fully abide by the following rules:

- The User agrees not to use the Website or associated Services to send unsolicited promotional messages ("spam");
- The User agrees not to send computer data that could disrupt the normal functioning of the Website or Services (such as computer bots, viruses, ...);

- The User agrees not to extract data from the Services for unauthorized use, including data saved by the Company to ensure that all Services function properly or Content from other Users;
- The User agrees not to collect information from other Users, including their email addresses, with the purpose of sending promotional messages or the equivalent, or to integrate them into an SEO web service.

If the User infringes upon one or several of these rules, the Company reserves the right to unilaterally freeze, temporarily or permanently, access to the Services by the infringing User and to terminate the present Terms and Conditions due to the wrongdoing committed by the User, and without prior warning or formal notice.

In addition, the Company also reserves the right to delete all contentious messages, and to temporarily or definitively block the account of the Customer who committed the infraction.

## **4. INTELLECTUAL PROPERTY**

### **4.1 Website and Services ownership**

The Company owns all of the intellectual property rights for the Website and Services, including all of the technical and graphic components, which the Company either directly owns or acquires on a regular basis from the original authors or prior owners.

These intellectual property rights cover, but are not limited to, the Company's brands and logos, the Website domain name, the software and source code, the databases, all photos, images, illustrations, videos, designs, sounds, and other elements, as well as the layout and format of the elements that make up the Website and Services, and/or allow the Website and Services to operate, and/or are routed through the Website and Services, and/or are made available through the Website and Services.

The User understands that using the Website and Services does not give them rights with regard to these elements, other than a right to use them as explained hereunder by Article 5.3 of the present Terms and Conditions.

### **4.2 User Content ownership**

In general, regardless of whether or not the Content is protected by intellectual property rights, the User grants the Company the right to use the Content in the following manner:

- The right to reproduce, adapt, represent, and translate all current or future Content in any format, and especially on any server or hard drive, in any configuration and through any known or unknown procedure to date, and through any communications media, especially the internet, intranet, print media, for any storage, broadcasting, or downloading required to operate the Website and Services, and for all commercial or promotional operations the Company chooses.
- The right to engage in, for payment or for free, sublicensing agreements granting to third parties of its choice rights to the aforementioned licenses as part of commercial or promotional operations.

This license covers the entire world and for the legal duration of intellectual property rights protection.

### **4.3 Use license for the Website and Services**

The Company grants the User, for the sole purpose of proper use of the Website and Services, a non-exclusive, personal, and non-transferrable user license for the Website and Services for their personal use and in compliance with the present Terms and Conditions. This license can be revoked at any moment, without motive, prior warning, or formal notice.

This license grants the User the strictly limited right to access the Website and use the Services, to display on any type of screen and to reproduce, as a hard-copy paper printout, all or a portion of the Website and the Content the User has regular access to, provided that the acts listed below are only performed by the User for their own personal use.

All other exploitation of the Website; Services, or Content is strictly forbidden, unless the Company provides prior written authorization.

Specifically, all extraction or use of all or a portion of the Website, Services, and Content (especially databases) beyond normal use of the Website and Services is strictly forbidden, unless the Company provides prior written authorization.

## **5. LIABILITY**

### **5.1 User liability**

All costs related to the equipment or software needed to access the Website and use the Services are at the Customer's expense.

The Customer is liable for maintaining the security and integrity of their own data, equipment, and software when accessing the Website or using the Services.

The User is solely liable for how they use or intend to use the Website, the Services, and the Content published on the Website.

In addition, the User acknowledges and accepts that the Company has no *prior* control of the Content published online by Users and that the Company has no general obligation to monitor this content.

As such, the User is liable, with regard to the Company, and when applicable to all third parties, for any rights infringed when using the Website and Services, for any damage of whatever nature caused by the Content that the User publishes online when using the Website and Services, as well as any infringement of the present Terms and Conditions.

### **5.2 Company liability**

In general, the User acknowledges and agrees that the Website and Services are provided "as is" by the Company, which means that the Company does not guarantee in any way the exactness, the quality, the legality, or the consistency for a specific type of use of the Website, Services, and published Content.

Equally, the Company cannot be held liable for any consequences resulting from interactions between Users via the Website and Services.

The Website is accessible and used through the internet. Users acknowledge and agree that the Company does not operate or control the internet and that (i) the viruses, computer worms, Trojan horses, or other data or malware, or (ii) unauthorized users (e.g., hackers) can attempt to access and corrupt User data, computers, or networks. The company cannot be held liable for these actions.

The Company cannot be held liable for interrupted access to the Website and Services due to maintenance operations, updates, or modifications to all or part of the Website and Services.

As such, the Company reserves the right to temporarily or definitively interrupt access to the Website or Services, especially in the event all business related to the Website and Services ceases, or in the event of insolvency or collective proceedings. In this case, the present Terms and Conditions will automatically be terminated.

The Company declines all liability caused by negligence to comply with the requirements of the present Terms and Conditions due to or originating from exceptional circumstances or force majeure as defined by current jurisprudence.

The Company cannot be held liable for content on other internet sites to which the Website has linked.

If the Company is ever held liable for damages not anticipated by the present article, its liability will be limited to certain, actual, and direct damages.

As a consequence, under no circumstances can the Company, its directors, employees, representatives, and partners be held liable for indirect damages caused by using the Website, Services, or published Content, especially with regard to losses or damages that result from lost data due to the inability to use the Website and Services.

## **6. DURATION AND CANCELLATION**

### **6.1 Duration**

The present Terms and Conditions last for an indefinite duration starting when the User agrees to said Terms and Conditions.

### **6.2 Cancellation**

Failure to comply with the present Terms and Conditions provides the Company with the right to cancel without notice, immediately revoking the Customer's access to the Website and Services.

In addition, the Company also reserves the right to terminate the present Terms and Conditions, and without prior notice, every time it considers the behavior or actions of a User to conflict in any way with the current legal, regulatory, or use provisions in effect.

The Visitor can also terminate the present Terms and Conditions by no longer visiting the Website.

The Customer can terminate the present Terms and Conditions by sending an email to the email address [datacontroller@dakine-europe.com](mailto:datacontroller@dakine-europe.com) with a request to delete their account. The account and all associated information will subsequently be deleted.

## **7. PERSONAL DATA**

Any and all elements relative to processing personal data with respect to the present Terms and Conditions are described and regulated by the privacy policy that the User is encouraged to read by clicking on the following link: Privacy Policy.

## **8. WEBSITE ACCESS**

The User acknowledges possessing the necessary capacity and means to access the Website and to use its Services.

The equipment (computer, internet box, etc.) and software (browser, etc.) allowing access the Website and the ability to use the Services are solely at the expense of the User, as are the telecommunications fees associated with their use.

## **9. DISPUTES**

The User is informed that they always have the power to seek mediation, especially with any dedicated organization or commission, or with existing industry mediation authorities, or with any other alternative mode of resolving disputes (e.g., arbitration) in the event of a disagreement.

Unless otherwise specified by law, (i) the present Terms and Conditions and the resulting operations between the Parties are governed by and fall under Swiss law, and (ii) all disputes the present Terms and Conditions may cause, regarding their validity, interpretation, execution, resolution, consequences, and their aftermath and that have not been resolved amicably between the Parties will fall under the exclusive jurisdiction of the relevant courts in the Canton of Neuchâtel, Switzerland.