

TERMS OF USE - WEBSITE

1. INTRODUCTION

The website [<https://impact.fairlymade.com/>] (hereafter the "Website") is a website developed by Fairly Made, a French company registered on the Paris Companies Registry under the number 839 942 190, with its registered address at 14 rue BROCA 75005 PARIS (hereafter "Fairly Made").

Fairly Made specializes in fair fashion, i.e. garments and accessories produced under high environmental, and social standards. It provides services to fashion brands who wish to use its expertise in this area in order to assess the environmental and social impact of their own products. In this context, Fairly Made gathers information on all aspects of the production cycle of the products (from the initial manufacturing of the fabric through to the final transport and sale of the products) (hereafter the "Information"), analyzes it in accordance with its proprietary methodology, and gives its clients a score for each product, in four areas: traceability, social responsibility, environmental impact and recyclability (hereafter the "Results").

The Website acts as an interface between Fairly Made and the brands, in particular for the communication of the Information and of the Results.

2. SCOPE OF THESE TERMS OF USE

The present terms of use (hereafter the "Terms") apply to all visits on the Website. They apply to the exclusion of any other terms of use. They may be accessed at any time on the Website.

These Terms may be subject to subsequent changes, the version applicable to the user (hereafter the "User") is the one in force on the website at the date of the visit.

3. USE OF THE WEBSITE

Any User will access the Website through a secure link which Fairly Made will send via email.

If the User is a fashion brand, the User will be able to access some areas of the Website as a demonstration. However, any request for services will be conditioned upon the creation of an account. For more details, please refer to the general conditions of service.

If the User is a supplier designated by a fashion brand as one of the participants in the supply chain of a product, the User will be prompted to enter information related to the product or the company.

Any order of services and any payment will be governed by Fairly Made's General Terms and Conditions for the supply of services, which are available on the Website.

4. OBLIGATIONS OF THE USER

Users must ensure that their access to the Website remains confidential. Any access to the Website through the secure link sent by Fairly Made to the User will be deemed to have been made by the User himself.

Users are required to take the necessary precautions to secure their systems, in particular to use standard browser security settings and to use up-to-date protection mechanisms to defend against malware.

Activities intended to render the Website inoperative or to make its use more difficult are prohibited. Users may not take any action that would cause an unreasonable or excessive load on the website infrastructure. Users are also not allowed to block or change the contents of the Website outside the functions provided for this purpose or to interfere with the Website in any other way.

Users may not extract, reuse, integrate into another website, link and/or connect in any other way all or part of the contents of the Website. The use of programs and techniques for data mining, robots, scraping and/or similar data collection and extraction is prohibited.

5. INTELLECTUAL PROPERTY

Any and all information (trademarks, images, logos, photographs, videos, texts or other content) published on the Website is the exclusive property of Fairly Made, and may not be reproduced, used or represented without Fairly Made's express consent.

In particular, the User commits not to copy any of the forms available on the Website or any list of information requested by Fairly Made in order to conduct its own product impact assessment.

Fairly Made may not be held liable of any infringement of copyright or other intellectual property rights committed by the User at the occasion of its visit on the Website.

6. LIMITATION OF LIABILITY

Fairly Made may not be held liable for any inaccuracies or incompleteness of the information provided by the User.

Fairly Made reserves the right to modify the content of the Website, and may not be held liable as a result of a change or deletion of this content.

Fairly Made may not be held liable for any damages resulting from any unauthorized access to information provided by the User, unless such access is the result of its own negligence.

Fairly Made can only be held liable for direct damage to the User, not for indirect damage. Fairly Made is not liable for the User's misuse of the Website or for the User's fault. Fairly Made is also not liable for the actions of third parties.

Fairly Made may temporarily restrict access to the Website or certain features if this is necessary due to capacity limitations, security or server integrity, and may take technical measures if this is necessary for the correct or improved provision of services (maintenance work).

7. DATA PROTECTION

As part of the User's visit on the Website, Fairly Made may process personal data relating to the User. For more details on this processing and on the User's rights in this respect, please refer to the Website's Confidentiality Policy.

8. PARTIAL INVALIDITY OF THE TERMS

If one or more of the terms herein are held to be invalid or declared as such in application of a law, a regulation or a final decision of a competent court, the other provisions shall retain all their force and scope.

9. APPLICABLE LAW

The Terms are subject to French law. Any dispute relating to the Terms shall be exclusively referred to the Commercial court of Paris.