

Welcome to CREAVILIA / LOVEBRANDS SAS

The website www.Creavilia / Lovebrands SAS.com, mobile application(s), and any interactive services that includes a direct authorized link to these Terms (individually and collectively, the “**Site**”) are owned and operated by Creavilia / Lovebrands SAS (“**Creavilia / Lovebrands SAS**”, “**we**”, or “**us**”).

YOUR USE OF THE SITE IS CONDITIONED TO YOUR ACCEPTANCE OF THESE TERMS. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE.

By accessing and using this site, you accept the following Terms of use (“**Terms**”) without limitation modification or qualification. These Terms are a legal bonding agreement between you (“**User(s)**” or “**you**”) and Creavilia / Lovebrands SAS, its affiliates and any of their respective successors or assigns (collectively referred to as the “**Parties**”) regarding your use of the Site.

ANY DISPUTE BETWEEN YOU AND US, EXCEPT DISPUTES RESOLVED IN SMALL CLAIMS COURT, IS SUBJECT TO A CLASS ACTION WAIVER AND WILL BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION (SECTION 12 BELOW) AS IT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT.

Table of Contents

1. Changes to the Terms
2. Our Privacy Policy
3. Eligibility
4. Your Use of the Site
5. Errors, Inaccuracies and Omissions
6. Proprietary Rights and Request for Removal
7. Disclaimer and Limitation of Liability
8. Third Party Links and Service Providers
9. Indemnifications
10. Termination or Suspension to Access
11. Electronic Delivery Policy
12. Dispute Resolution and Class Action Waiver
13. Non-Disclosure
14. Miscellaneous

1. Changes

1.1. Change to these Terms. We may be revised in our sole Discretion (“**Discretion**”) at any time and from time to time by updating them here. When changes are made, we will notify you by making the revised version available on this webpage, and will indicate at the top of this page the date that revisions were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new terms and conditions. You are responsible for staying informed of any changes and are expected to check this page from time to time so you are aware of any changes. You understand and agree that your continued access to or use of the Site after any posted modification to these Terms indicates your acceptance of the modifications. If you do not agree with the modified terms and conditions, you should stop using the Site.

1.2. Supplemental Terms. These Terms govern the use of the Site in general. More specific and/or supplemental terms and conditions may apply to some services, including but not limited to, a particular contest, software, application, promotional code, service or other activity; availability of certain merchandise, content, programs, or other activities; conditions or other limitations to the Site for users under certain ages; and/or specific terms or restrictions that may apply to certain territories, programs, content, products, websites, applications or other software. Any supplemental terms and conditions are in addition to these Terms and, in the event of a conflict, the supplemental terms will prevail over these. Terms. If you do not agree to the applicable supplemental terms and conditions disclosed, you may not use the Site.

1.3. Change to the Site. We reserve the right at any time to modify or discontinue the Site (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Site.

2. Privacy Policy

We believe in protecting your privacy and the information you provide us. Please click [here](#) to review our current Privacy Policy and read it carefully. It contains important information about how we handle the information you provide to us, and your rights. Our Privacy Policy also governs your use of the Site and is incorporated by this reference into the Terms.

3. Eligibility

Our Site is intended for use by individuals who are at least eighteen (18) years of age. By using the Site, you confirm you are at least eighteen (18) years old. If you are not, you may not access the Site and have the requisite power and authority to enter into this agreement and perform your obligations under these Terms.

4. Your use of the Site

Subject to your ongoing compliance with these Terms, Creavilia / Lovebrands SAS hereby grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, freely revocable license to access and use the Site solely for your personal, non-commercial and lawful purposes provided that you maintain all copyright, trademark and other intellectual property notices therein. Further, Creavilia / Lovebrands SAS does not grant you permission, by implication, estoppel or otherwise, to state or suggest that Creavilia / Lovebrands SAS promotes or endorses any third party's political views, ideas, causes, products or services. All other rights are hereby expressly reserved. You further agree not to use the Site: (1) for any illegal or otherwise immoral purpose; (2) for any purpose that is prohibited by these Terms; or (3) for any other purpose not reasonably intended by Creavilia / Lovebrands SAS as typical or expected use of the Site consistent with the purposes for which the Site was created.

Additionally, in connection with your use of the Site, you agree not to: (a) display any telephone numbers, street addresses, last names, URLs, e-mail addresses or any confidential information of any third party; (b) display any audio files, text, photographs, videos or other images containing confidential information; (c) display any audio files, text, photographs, videos or other images that may be deemed indecent or obscene in your community; (d) impersonate any person or entity; (e) "stalk" any person or otherwise harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability any person; (f) engage in unauthorized advertising to, or commercial solicitation of, other users; (g) transmit any chain letters, spam or junk e-mail to other users; (h) express or imply that any statements that you make are endorsed by Creavilia / Lovebrands SAS, without our specific prior written consent; (i) harvest or collect personal information of other users whether or not for commercial purposes, without their express consent; (j) use any robot, spider, search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site and/or their respective content; (k) post, distribute or reproduce in any way any copyrighted material, trademarks or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (l) remove any copyright, trademark or other proprietary rights notices contained in the Site; (m) interfere with or disrupt the Site and/or the servers or networks connected to same; (n) post, offer for download, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (o) post, offer for download, transmit, promote or otherwise make available any software, product or service that is illegal or that violates the rights of a third party including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. "spamware"), services that send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs and programs designed to gain unauthorized access to mobile networks; (p) "frame" or "mirror" any part of the Site without our prior written authorization; (q) use metatags or code or other devices containing any reference to the Site in order to direct any person to any other mobile application or website for any purpose; and/or (r) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site or any software used in or in connection with the Site.

Engaging in any of the aforementioned prohibited practices shall be deemed a breach of these Terms and may result in the immediate termination of your access to the Site without notice, in the Discretion of Creavilia / Lovebrands SAS. Because of the potential damage such conduct can cause, we further reserve the right to pursue any and all legal and technical remedies against users that engage in the aforementioned prohibited conduct, to prevent the violation of this Section and to enforce these Terms.

5. Errors, Inaccuracies and Omissions

There may be delays, omissions or inaccuracies in information obtained through your use of the Site. The information on the Site is provided to you with the understanding that our provision of this information to you does not constitute the rendering of investment, consulting, legal, accounting, tax, career or other advice or services. Information on the Site should not be relied upon for making business, investment or other decisions or used as a substitute for consultation with professional advisors. Moreover, Creavilia / Lovebrands SAS does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, downloaded or distributed through the Site by Creavilia / Lovebrands SAS, any user, information provider or any other person or entity. You acknowledge and agree that any reliance upon such opinion, advice, statement, memorandum, or information shall be at your sole option, liability and risk. Moreover, Creavilia / Lovebrands SAS does not grant any license or other authorization to you to use the Site in any manner if such use in whole or in part suggests that Creavilia / Lovebrands SAS promotes or endorses a third party's causes, ideas, political campaigns, political views, websites, products or services. We undertake no obligation to update, amend or clarify information on the Site, including without limitation, pricing information, except as required by law.

6. Proprietary Rights and Removal

Creavilia / Lovebrands SAS is the owner and operator of the Site. Additionally, Creavilia / Lovebrands SAS is the owner of, or duly licensed to utilize, all content, features, and functionality (including, but not limited to, all information, text, graphics, software, video, and audio, and the design, selection, and arrangement thereof) published on the Site. The content on the Site is protected by copyright, trademark, trade secret, and other intellectual property or proprietary rights laws.

Except as expressly licensed, we do not allow uses of the Site or any part of the Site, that are commercial or business related, including used in marketing or branding, or that advertise or offer to sell or promote products or services (whether or not for profit), or that solicit others (including solicitations for contributions or donations). Any other use of our materials, including modification, distribution, or reproduction for purposes other than the personal usage of our Site, without written approval from Creavilia / Lovebrands SAS (unless authorized in writing in our Discretion) is prohibited.

6.1. Our Trademarks

“Creavilia / Lovebrands SAS“, all other Creavilia / Lovebrands SAS marks and logos, and all titles, characters, names, graphics, and button icons are service marks, trademarks, and/or trade dress of Creavilia / Lovebrands SAS or otherwise proprietary to Creavilia / Lovebrands SAS and may not be used by you for any reason other than as expressly permitted by these Terms or

Creavilia / Lovebrands SAS's prior written authorization. All other trademarks, service marks, product names, and company names, logos, designs, or slogans appearing by and through the Site are the property of their respective owners and you do not acquire any ownership rights in or to such marks, logos, or names by using and/or accessing the Site. You will not remove, alter or obscure any copyright notice, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site.

6.2 Our Copyright

The copyright in all materials, features and functionality on the Site, including text, graphics, videos, audio recordings, software, algorithms, artwork, interfaces, photographs, logos, icons, and images and the selection and arrangement thereof along with any enhancements to or derivative works thereto (collectively, "**Content**"), is the exclusive property of Creavilia / Lovebrands SAS or its licensors and is protected by U.S., French and international laws. None of the content of the Site shall be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Creavilia / Lovebrands SAS or the copyright owner in each instance. You shall not "mirror" or "frame" any Content or the Site itself, in whole or in part, without Creavilia / Lovebrands SAS express written permission. Any unauthorized use of the Content may violate copyright laws, trademark laws, the laws of privacy and publicity and/or communications regulations and statutes. All rights not expressly granted are hereby reserved. You shall be solely responsible for ensuring that any information or Content obtained from the Site does not contain any virus or other computer software code or subroutine designed to disable, erase, impair or otherwise damage your systems, software, data or operations.

6.3 Infringement Notification (Applicable to U.S. Users only)

Creavilia / Lovebrands SAS prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that any material contained on the Site infringes your copyright or other intellectual property rights, you should notify Creavilia / Lovebrands SAS of your copyright infringement claim in accordance with the following procedure. Creavilia / Lovebrands SAS shall process notices of alleged infringement which it receives and shall take appropriate action as required by the Digital Millennium Copyright Act ("**DMCA**"). The DMCA requires that notifications of claimed copyright infringement should be sent to the Site's Designated Agent who is:

Name of DMCA Agent:

Address:

Email:

Telephone:

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

6.4 Request For Removal.

If you believe that any content on the Site violates any of the terms of these Terms, please email us at bferrier[at]creavilia.com to send us a message about it. All requests must be labeled "*Content Removal Request*" on the email subject line. We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message. All requests must provide a description of the content or information that you want removed and information reasonably sufficient to permit us to locate the material and include the name and URL (if applicable) of the website, application, or other interactive service. We shall not accept requests via postal mail, telephone, or facsimile. We are not responsible for notices that are not labeled or sent properly, or we may not be able to respond if you do not provide complete information. Please also note that any requests for removal do not ensure complete or comprehensive removal of the content or information from this Site.

7. Disclaimer and Limitation of Liability

THIS SITE, AND ALL MATERIALS, GOODS AND SERVICES, AND POSTINGS ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) OR ANY GUARANTY OR ASSURANCE THE SITE WILL BE AVAILABLE FOR USE, OR THAT ALL FEATURES, FUNCTIONS, OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CREAIVILIA / LOVEBRANDS SAS IS NOT RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS RELATING TO YOUR USE OF THE SITE. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOU ARE ASSUMING THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SECURITY, AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE SITE, INCLUDING WITHOUT LIMITATION, POSTINGS AND MATTERS ASSOCIATED WITH YOUR USE OF

THE SITE. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOU ARE ASSUMING THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SECURITY, AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE SITE, INCLUDING WITHOUT LIMITATION, POSTINGS AND MATERIALS ASSOCIATED WITH YOUR USE OF THE SITE.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THIS SITE, CREAVALIA / LOVEBRANDS SAS, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND, DIRECT OR INDIRECT, RELATING TO THE SITE OR THESE TERMS, INCLUDING BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, HOWEVER ARISING OR CAUSED, WHETHER FORESEEABLE OR NOT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OR CHARACTERIZATION OF THE CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITING THE FOREGOING, THE SITE IS MAINTAINED ON SERVERS IN THE UNITED STATES AND CREAVALIA / LOVEBRANDS SAS DISCLAIMS ALL LIABILITY FOR ANY USE NOT SPECIFICALLY AUTHORIZED OR THAT IS IN VIOLATION OF THESE TERMS OR THE LAWS OR REGULATIONS THAT MAY APPLY TO YOU IN ANY JURISDICTION OR COUNTRY.

NOTWITHSTANDING ANY CLAIM THAT A SOLE OR EXCLUSIVE REMEDY WHICH IS PROVIDED IN THIS AGREEMENT MAY OR DOES FAIL OF ITS ESSENTIAL PURPOSE, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY LOSS OR DAMAGE SHALL BE LIMITED TO HAVING CREAVALIA / LOVEBRANDS SAS, UPON WRITTEN NOTICE FROM YOU TO US, ATTEMPT TO REPAIR, CORRECT, OR REPLACE ANY DEFICIENT GOODS OR SERVICES UNDER THIS AGREEMENT AND, IF REPAIR, CORRECTION, OR REPLACEMENT IS NOT REASONABLY COMMERCIALY PRACTICABLE FOR CREAVALIA / LOVEBRANDS SAS, TO REFUND ANY MONIES ACTUALLY PAID BY YOU TO CREAVALIA / LOVEBRANDS SAS FOR THE GOODS OR SERVICES INVOLVED AND TO TERMINATE AND DISCONTINUE YOUR USE OF THE SITE. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THE CAPACITY OF THE SITE, IN THE AGGREGATE AND FOR EACH USER, IS LIMITED. CONSEQUENTLY, SOME MESSAGES AND TRANSMISSIONS MAY NOT BE PROCESSED IN A TIMELY FASHION OR AT ALL, AND SOME FEATURES OR FUNCTIONS MAY BE RESTRICTED OR DELAYED OR BECOME COMPLETELY INOPERABLE. AS A RESULT, YOU ACKNOWLEDGE AND AGREE THAT CREAVALIA / LOVEBRANDS SAS ASSUMES NO LIABILITY, RESPONSIBILITY, OR OBLIGATION TO TRANSMIT, PROCESS, STORE, RECEIVE, OR DELIVER TRANSACTIONS OR POSTINGS, OR FOR ANY FAILURE OR DELAY ASSOCIATED WITH ANY POSTINGS AND YOU ARE HEREBY EXPRESSLY

ADVISED NOT TO RELY UPON THE TIMELINESS OR PERFORMANCE OF THE SITE FOR ANY TRANSACTIONS OR POSTINGS. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE EXCLUSIONS AND LIMITATIONS DESCRIBED IN THIS AGREEMENT MAY NOT APPLY TO YOU.

8. Third Party Links and Service Providers

Certain content, products and services available via our Site may include materials from third-parties. The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the Site or any other form of link or re-direction of your connection to, with or through the Site, does not constitute an endorsement by, nor does it incur any obligation, responsibility, or liability on the part of Creavilia / Lovebrands SAS, any of its successors and assigns, and any of its officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers. We do not verify, endorse, or have any responsibility for any such third party sites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any such site, even if our logos or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects personal information or other information from you, in no event shall we assume or have any responsibility or liability. Please read our [Privacy Policy](#) for more information.

Your correspondence or business dealings with, or participation in promotions of, third party service providers and advertisers found on or through this Site, including payment and delivery of related goods or services and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party service provider or advertiser, as the case may be. You agree that, to the fullest extent permissible pursuant to applicable law, we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party service providers and advertisers on this Site.

9. Indemnification

To the maximum extent allowable by applicable laws, you agree to indemnify, defend, and hold harmless the Creavilia / Lovebrands SAS, its parents, subsidiaries, and affiliates, and any of their successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all claims, suits, actions, losses, expenses, damages, and costs (including reasonable attorneys' fees), resulting from any alleged or actual breach or violation of these Terms by you. We reserve the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement, or compromise negotiations, as requested by us.

10. Termination or Suspension of Access

We reserve the right to terminate, suspend, or otherwise restrict your use of and access to this Site, or any portion hereof, with or without notice at any time for any reason whatsoever, with or without cause, including, but not limited to, your violation of these Terms or any inappropriate or unlawful behavior on your part. In addition, we reserve the right to modify or discontinue this Site or any portion hereof at any time with or without notice. The Site shall not be liable to you or any third party for any such termination, suspension, restriction, modification or discontinuance.

11. Electronic Notice

You consent to receive notices, including agreements, disclosures, and other communications, electronically from us at the email address you have provided. You agree that these electronic notices satisfy any legal requirements that such communications be in writing.

12. Dispute resolution and Class Action Waiver

PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS. Neither you nor we will seek to have a dispute heard as a class action or private attorney general action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitrations or proceedings.

You and Creavilia / Lovebrands SAS agree to arbitrate all disputes between you (including any related disputes involving Creavilia / Lovebrands SAS, its subsidiaries or its affiliates), that are not resolved informally, except disputes relating to the ownership or enforcement of intellectual property rights. For the purpose of this Terms “**Dispute**” includes any dispute, action, or other controversy, whether based on past, present, or future events, between you and us concerning our Site or these Terms, whether in contract, tort, warranty, statute, regulation, or other legal or equitable basis. You and Creavilia / Lovebrands SAS agree to empower an arbitrator (selected by the Parties in good faith) with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these Terms or the formation of this contract, including the arbitrability of any dispute and any claim that all or any part of these Terms are void or voidable.

13. Non-Disclosure

The Parties hereby agree and undertake to keep all information shared by the Parties in relation to the performance of any properly executed agreement thereof confidential, unless the disclosing Party has granted its prior written consent to do otherwise. By way of exception, either Party may make necessary disclosures, after the other Party has been informed in advance, whenever possible, (i) in order to comply with a request made by a judicial or administrative authority or (ii) in order to assert its rights before the courts. Confidentiality shall not apply to information in the public domain or that becomes known to the public, provided that this is not the result of a breach of the non-disclosure obligation of the Party having received such information. Both Parties hereby agree to ensure that their staff members, and all subcontractors enlisted by either Party for the performance of the applicable agreement, comply with the non-disclosure obligation. Said non-disclosure obligation shall remain effective for a period of three (3) years following the termination or expiration of the applicable agreement between you and Creavilia / Lovebrands SAS.

14. Miscellaneous

14.1. Jurisdiction and governing law. Unless otherwise agreed in the Insertion order, these Terms are governed by the laws of France. And any and all disputes relating to the formation, interpretation or performance of the Terms or of any supplemental agreement referring to the Terms shall be heard exclusively by the Paris Commercial Court.

14.2. Severability. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

14.3. Survival. These Terms of Use constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties. These terms shall survive the expiration, termination or cancellation of the Site and/or these Terms or any determination that these Terms of Use or any portion of these Terms of Use is void or voidable.

14.4. Waiver. No waiver of any provision of these Terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

CONTACT US:

If you have any questions about these Terms, please direct all correspondence to bferrier[at]creavilia.com.