

LEGAL TERMS

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1. Editor - Contact

The mobile application named "Do It You Shelf" or "DIYS" (the "Application") is edited by Moët Hennessy South Africa Pty Ltd a private company with:

- share capital: ZAR7,500,000
- registration number: RCS 2015/380362/07
- VAT number: 4880274289
- company phone number: Tel: not applicable
- registered address: 9th Floor, 22 Bree Street, Cape Town, 8001

Chief Editor: Regional Trade Marketing Manager AfME

For any enquiry regarding the Application, please contact us by sending an e-mail to: bvanniekerk@moethennessy.com

2. Hosting

The Application is hosted by:

- company name : OVH Groupe SAS
- registered address: sise 2, rue Kellermann, 59100 Roubaix France
- Tel: 1-855-684-5463
- Company number: 537 407 926

TERMS AND CONDITIONS OF USE

The Application is edited by Moët Hennessy South Africa Pty Ltd a private company with share capital of ZAR7,500,000, having its registered address at 9th Floor, 22 Bree Street, Cape Town, 8001, registered under n° 2015/380362/07 (the "Company").

Any use of this Application by any person ("you" or the "user") is governed by these terms & conditions of use (Terms & Conditions"). The purpose of these Terms & Conditions is to define the conditions of access, navigation and use of the Application.

By accessing and using this Application, you accept without restriction to apply these Terms & Conditions as well as the provisions concerning the protection of personal data (read the [Privacy & Cookies Notice](#)).

The Company may revise or update these Terms & Conditions and the Privacy & Cookies Notice at any time and without notice. It is your responsibility to re-read these Terms & Conditions and the Privacy & Cookies Notice on a regular basis.

The Company provides this Application only for people who have reached the legal age to consume and/or purchase alcoholic beverages (whichever is the higher) in their location of residence and provided that the consumption and/or purchase of alcoholic beverages is legal.

If no such laws exist in your location of residence, you must be over 21 to access the Application.

1. NAVIGATION ON THE APPLICATION

1.1 Access to the Application

Necessary hardware and software to access Internet and this Application are under sole liability of the users.

The Company reserves the right, in its absolute discretion, to suspend or terminate access or navigation to all or part of the Application and/or its content and/or the available services without prior notice and without entitling any user to claim any indemnity or compensation.

It is forbidden to modify the software or any element of it or to use a modified version of the software, in order to obtain unauthorized access to the Application.

1.2 Links

The Application may include links to other websites or other internet sources. As the Company cannot control these websites and external sources, the Company cannot be held responsible for the provision or display of these websites and external sources, and may not be held liable for the content, advertising, products, services or any other material available on or from these websites or external sources. Furthermore, the Company cannot be held responsible for any demonstrated or alleged harm or losses resulting from (directly or indirectly) or in relation to the use of, or the fact of having had confidence in, the content, goods or services available on these websites or external sources.

1.3 User responsible behaviour

Each user warrants:

- to be of minimum age legally required to consume and/or purchase alcohol in accordance with the regulations of user's location of residence,
- to use the Application for user's personal and lawful use only, excluding therefore any other commercial use without the prior written consent of the Company,
- to provide, when relevant, personal data being true, up-to-date and accurate.

Users may not in any way represent or act on behalf of the Company, its subsidiaries, its affiliates and their respective shareholders, officers, directors, employees.

When using the Application, users must behave responsibly, lawfully, with courtesy and respectful towards other users, the Company, its subsidiaries, affiliates and third parties.

User must notably refrain from:

- uploading, displaying, sending by e-mail or by any other mean any file containing viruses, codes, text files, software or similar items which could disrupt, interrupt, destroy, damage or limit functionalities of any software, hardware or telecommunication material,
- disrupting or interrupting the Application, its servers or networks connected to the Application, or infringing the related requirements, procedures or rules,
- infringing (including any attempt) the Application functioning, notably by exposing the Application to viruses, creating an overload of consultation of the Application or its servers, sending "spams" or overloading the Application messaging system,
- consulting privileged or non public information or accessing a server or account for which the user is not expressly granted access to,
- trying to assess or test the Application vulnerability, breaching security or authentication measures of the Application without the prior written consent of the Company,

- conducting any illegal activity or any other activity likely to infringe rights of the Company, its subsidiaries, affiliates, providers (including technical providers and contractors), customers and third parties, as well as refrain from encouraging thirds to do so,
- uploading, displaying, posting, sending by e-mail or by any other mean any unsolicited or non-authorized commercial or promotional content, junk mails, spasm, chains or any other solicitation,
- uploading, displaying, sending by e-mail or by any other mean any illegal, detrimental, defamatory, offensive, racist, vulgar, obscene, threatening, violent, against decency, infringing third parties rights, chocking or disparaging content or the like,
- sending or forwarding by e-mail or by any other mean any content of the Application to people under the legal alcohol drinking and/or purchasing age in their location of residence.

Each user must comply with any and all applicable regulations, laws and rules related to user's behaviour on the Internet and transmission of technical data.

When relevant, the Company reserves the right in its absolute discretion to terminate or withdraw any user's access to the Application without notice in case of breach of the user's obligations under these Terms & Conditions and/or ancillary documentation, without prejudice to claim damages to such defaulting user.

1.4 User generated content (when applicable)

Users are solely liable of any content they may post or upload onto the Application and the consequences of disclosing, broadcasting, forwarding or making available such content. The Company does not adhere or approve any content, opinion, suggestion or notice generated by users and the Company declines any and all responsibility and liability in respect of any such content to the fullest extent permitted by applicable law.

However, the Company reserves the right, but not the obligation, to monitor use of the Application and to remove any content which, in its sole discretion, would breach these Terms & Conditions, may be offensive, illegal or otherwise objectionable in any way.

User accepts that the Company may freely and peacefully use, at no cost and without any restriction, any content posted onto the Application in order to be displayed on the Application as well as to be displayed, reproduced on any other medium whatsoever, in the entire world, for the promotion and advertising of the Company, its products and services,

1.5 Report of inappropriate content

Users can report to the Company any inappropriate content by sending an e-mail to bvanniekerk@moethennessy.com.

2. PROTECTION OF THE APPLICATION CONTENT

The Application and each of its elements (including all text, images, web pages, sound, video, designs, trademarks, logos and other material on or accessible via the Application) as well as any software required to be used in relation to the former, data bases and newsletters (the "Content"), may contain confidential information and information that is protected by intellectual property rights or other legislations.

Unless otherwise expressly stated on the Application, the Company exclusively owns all intellectual property rights related to the Content and the Company does not grant any user with any license or other right other than a right to view the Application.

The reproduction of the Content (in whole or in part) of the Application is authorized for the sole purpose of information for a personal and private use. Any reproduction or use or other exploitation of Content for any other purposes (whatever the manner or the kind) is expressly prohibited.

Users must not copy, modify, create derivative pieces of work, assemble, decompile, assign, sublicense or transfer in any way any content of the Application or any material (including software) related to the Application.

3- PERSONAL DATA

The Company ensures the protection of personal information disclosed by users of the Application.

The Company invites users to consult the [Privacy & Cookies Notice](#) which indicates the provisions implemented to guarantee the treatment of personal data. Collection, processing, use, transmission, keeping and protection of users' personal information are governed by the Privacy & Cookies Notice.

4- RESPONSIBILITY

The Company endeavors to ensure as far as possible, that the information provided on this Application is correct and up-to-date. However, the Company cannot guarantee the correctness, accuracy or exhaustiveness of the information provided on the Application.

The Company allows free access to the Application and declines all responsibility and may not be held liable in any case:

- for any interruption in provision of the Application or services accessible via the Application,
- for the occurrence of bugs, viruses and similar technical issues adversely affecting your ability to access this Application,
- for any inaccuracy, isolated and unforeseen error or omission relating to information or Content available on the Application,
- for any damage resulting from a fraudulent intrusion by a third party,
- and more generally, for any direct or indirect or consequential harm, loss or damage, whatever the cause, origin, nature or consequences, which may occur as a result of any type of access to the Application or any inability to access it or the credit given to any piece of information coming directly or indirectly from the latter.

5- GOVERNING LAW AND JURISDICTION ATTRIBUTION

These Terms & Conditions (and the [Privacy & Cookies Notice](#)) are governed by French law. Unless imperative legal provision to the contrary, users and the Company hereby irrevocably submit to the exclusive jurisdiction of the competent courts of Paris (France) any claim or matter arising under or in connection with the Content or use of the Application, including in case of guarantee, plurality of defendants or summary proceedings.