

## TERMS OF USE OF THE WEBSITE AND LEGAL INFORMATION

### The Website's Publisher:

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Hosting Service: SALESFORCE COMMERCE CLOUD

BERLUTI informs the user that BERLUTI products are sold exclusively through BERLUTI brand stores and approved distributors worldwide and on the e-commerce section of the Website, which is only accessible from certain countries which are listed on the Website.

Any purchase outside these sales outlets will be at the purchaser's own risks, especially concerning the authenticity of the said products.

The access to the Website and the use of its content is subject to the terms of use described below (the "Terms of Use"). The user's access to and browsing on the Website constitutes an unreserved acceptance by the user of all the provisions below.

The Website's users are informed that BERLUTI may have to modify the Terms of Use of the Website. Any change or modification will come into force as soon as the modifications are published on the Website. The use of the Website during or after the effective date of the modifications and/or updates automatically entails the user's acceptance of the said changes.

The Website and the whole of its content and other components notably including the BERLUTI logo, the domain names and all the designs, texts, illustrations, images, information, data, software, sound material, other files as well as their selection and arrangement (together the "Website's content") are the exclusive property of the BERLUTI company which is exclusively authorized to use and exploit the intellectual property rights and the personality rights attached to this Website, and in particular trademarks, drawings and designs, copyright and rights to the image either as original rights or by an express authorization, patent or any intellectual property right.

The Website's user has a limited and non-transferable right to access and use the Website and to the Website's content exclusively for personal and informative purposes. The said right of access is governed by the Terms of Use and does not cover: (a) the resale or the commercial use of the Website or the content of the Website; (b) the collection and use of product listings, images or descriptions; (c) the distribution, performance or public presentation of the Website's content; (d) the modification or the derivative use of the Website and the Website's content or any part of them; (e) data extraction, and the use of

software/algorithms or similar models for collecting or extracting data; (f) downloading (otherwise than caching) of any part of the Website, the Website's content or any information contained in it apart from what is expressly authorized on the Website; or (g) using the Website or the Website's content for purposes other than those for which they are intended.

Unless authorized by BERLUTI, any use of the Website or the Website's content other than the uses which are specifically authorized in these Terms of Use and other than a personal and private use with a non-commercial purpose is strictly prohibited, and automatically and immediately terminates the user's right of access. The said unauthorized use may also constitute a violation of legislation such as copyright law and trademark law. Unless expressly stipulated to the contrary, no provision of these Terms of Use can be interpreted as granting, in any way whatsoever, including implicitly, any right or ownership or exclusive utilization rights over intellectual property or other associated rights.

BERLUTI can terminate the user's right of access to the Website at its sole discretion and without notice for a specific reason and in particular (i) on the request for a statutory body or any other public organization, (ii) on the request of the user (deletion of the My Berluti Space account on request), (iii) in the event of the suspension or significant modification to the Website or a service offered on or via the Website, or (iv) for a problem of maintenance, security or any other technical constraint.

If BERLUTI brought legal proceedings against the user following a breach of these Terms of Use, all the costs, fees, dues, lawyers' fees, indemnities etc. incurred would be paid exclusively by the user who agrees to this.

BERLUTI endeavours to do its utmost to guarantee the accuracy of and to keep the information published on the Website up-to-date, and it reserves the right to correct the content at any time without notice.

Under the terms stipulated by law, BERLUTI does not incur any liability for:

Any inaccuracy, error, omission, or for any damage resulting from an intrusion by a third party which results in a modification to the information available on the Website;

Any damage caused by an unauthorized third party accessing the Website or making it impossible to access the Website.

The information contained in the communiqués issued by BERLUTI can only be deemed to be exact or current on the date of their publication. BERLUTI has no intention to update and specifically disclaims any liability for any duty to update information contained in the said communiqués.

BERLUTI can reference links to third-party websites or services. The access to these sites and information is supplied exclusively for information purposes as a service for the user.

BERLUTI has no control over the content of third party statements or Websites.

Consequently, BERLUTI does not guarantee the accuracy or the exhaustiveness of the content, the information and the opinions appearing on the third party websites or other information from third parties published on them. Users consult these websites and use the

information presented on them at their own risks. BERLUTI disclaims all liability for the content of these third party websites connected to the Website.

Hypertext links can only be created to the site with BERLUTI's prior written authorization which can be revoked at any time.

Insofar as stipulated by law, BERLUTI can never be held liable for any damage of any kind or for the loss suffered due to the consequences of, or connected to using the site.

The Website user undertakes to indemnify and releases BERLUTI, its directors, administrators, shareholders, predecessors, successors, employees, agents, subsidiaries, and affiliated companies from all liability with respect to any claim, loss, financial liability, demand or expense (including legal costs) resulting from actions brought by third parties against BERLUTI owing to or in relation to the use of the Website by the user.

These Terms of Use are governed by French law. The French courts have territorial jurisdiction to judge any dispute relating to the use of the Website irrespective of the user's country of residence.

If any of the provisions of these Terms of Use are deemed to be illegal, null and void or inapplicable for any reason, the said provision will be set aside, but this will not affect the validity or the applicability of the other provisions.