

Terms and Conditions of Use and Sale

Preamble

The purpose of these Terms and Conditions of Use and Sale (hereafter "CGUV") is to define:

- The modalities and conditions of use of the Alpine mobile application (hereafter the "Application") edited by the Société des Automobiles Alpines, a single-member simplified joint-stock company with a capital of €3,567,564, whose head office is located on Avenue de Bréauté 76200 Dieppe, registered on the Dieppe Trade and Companies Register under number 662 750 074 (hereafter "ALPINE");
- The terms and conditions of sale of profitable events (hereafter the "Events") offered for sale through The Alpine Application.

Article 1 – Definitions

For the purposes of this definition:

« **Application** » refers to the software application Alpine edited and delivered by Alpine giving access to the services. The Application integrates also contents, softwares, programs, tools (of programming, of navigation, etc), databases, operating systems, documentation and all the others elements and services which compose it, the updates and new versions which can be implemented to the Alpine Application.

« **Content** » refers to, without this list being exhaustive, the structure of the Application, the editorial content, the drawings, the illustrations, the images, the photographs, the graphic charts, the brands, the logos, the acronyms, the corporate names, the audiovisual and multimedia productions, visual contents, audio and sound contents, as well as any other content present within the Application.

« **Events** » refers to the events of any nature (sports, cultural, etc ...) organised by Alpine, to which the User can register via the Application, by proceeding to their online payment.

« **Services** » refers to the various features and services offered by the Application.

« **User** » or « **You** » refers to an individual of legal age who has downloaded the Application for his own needs, for a strictly personal and non-commercial use, without direct or indirect lucrative purpose, owner or not of a Vehicle.

« **Vehicle** » refers to any vehicle of the Alpine brand.

Article 2 – Purpose of the Application

The functionality of the Application differs depending on whether the User (i) is in possession of his Vehicle, (ii) has finalised the order for his Vehicle from a member of the Alpine network and expects delivery, (iii) reserved online his Vehicle.

In the above-mentioned cases, the purpose of the Application is:

- To provide access to information on Vehicles as well as news and events organized by Alpine and / or the member of the network to which the User has chosen to be attached,
- Configure a Vehicle online,
- Book a Vehicle online,
- To follow the progress of the order of a Vehicle while waiting for its delivery,
- Cancel a reservation made,
- Inform the agenda of the events organized by Alpine or by the member of the Alpine network of attachment,

Several Services may be offered to the User and in particular:

- The events calendar of its reference Alpine dealer,
- The location of the nearest Alpine dealer,
- The communication of practical information (technical specifications, thematic tutorial videos, booking conditions, etc.)
- Online payment of a deposit for the reservation of a Vehicle,
- Online reservation of places for events organized by the member of the Alpine network,
- Online payment of tickets at Events,

This list is not exhaustive and may be modified at any time by Alpine without liability being incurred as such.

Article 3 – Access to the Application and Services

3.1 The Application is accessible on mobile and compatible phones or tablets.

It can be downloaded for free from Apple's Apple iOS and / or Android terminal from Apple's « Apple Store » platforms and Google's « Google Play Store ».

3.2 Access to the Services in the Application implies the creation of an account by the User, via a registration form accessible on the Application.

Article 4 - License of use

Alpine grants to the User a personal right to use the Application, the Content and the Services, non-exclusive, revocable, non-assignable, non-transferable, worldwide and free, solely for its own purposes as part of the Use of the Application and the Services, to the exclusion of any other purpose.

It is strictly forbidden for the User to access and / or use the software components of the Application.

The User acquires no other rights on the Application, the Content and / or the Services than those conferred by the present.

Article 5 - Online Purchase of Events

5.1 Price

The prices of the events are indicated in euros all taxes included.

5.2 Availability and receipt of tickets

Event ticket bookings are made in real time.

If the desired number of places is greater than the number of places remaining in the chosen category, they may be removed from the basket before actual payment.

5.3 Payment

Validating the order implies the obligation to pay the indicated price.

Payment for event purchases can be made by credit card.

Payment by credit card allows you to book your tickets online and immediately firmly.

5.4 Securing payments

Online payment via the application is subject to a security system.

5.5 Obtaining tickets

Unless otherwise stated, no physical tickets will be provided by Alpine when registering for an event through the app.

The user must go to the address of the event at the scheduled times, provided with its application and a piece of identification, to allow verification by Alpine of the validity of its registration, if Alpine deems necessary.

5.6 Cancellation - Refund - Use

5.6.1 No right of withdrawal

In accordance with Article L 121-21-8 of the Consumer Code, tickets for Events are not subject to a right of withdrawal.

5.6.2 A ticket can not be refunded, returned or exchanged.

5.6.3 In case of cancellation or modification of the date of the event, schedule or place for which you have reserved seats, You agree that Alpine may use your contact information to keep you informed of the procedure to follow.

Article 6 – User obligation

The User agrees to:

- Download the application on its equipment exclusively for personal and non-commercial use;
- Not to reproduce, even temporarily and / or partially, the application and / or the sound Content, by any means and in any form;
- Use software or methods to copy the content;
- Not to adapt, modify, translate, transcribe, compile, decompile, assemble, disassemble all or part of the application, services and / or content;
- Not to export the application and / or the merger with other computer programs;
- Alpine inform if it is an act of piracy and / or unlawful or non-contractual use of the application and / or its contents.

Article 7 – Availability of the Application

Alpine commits to make its best efforts to secure access, consultation and use of the Application Services.

The Application is accessible continuously, except in case of force majeure or occurrence of an event beyond the control of Alpine, and subject to possible breakdowns and maintenance required for the proper functioning of the Application.

Article 8 – Exclusion of liability and warranty

8.1 Within the limits of the applicable laws and regulations, neither Alpine nor the dealers of its commercial network assume any responsibility as for the use of the Application and give no guarantee, explicit or implicit, regarding the speed, the performance or quality of the Application. In particular, access to the Application may be momentarily and periodically suspended for technical reasons; where appropriate, the technical teams will make their best efforts to solve the problem as quickly as possible.

8.2 Alpine does not guarantee that the Application will be free from any errors or anomalies or that it may not be subject to attacks, including viruses, which would cause malfunctions, interruptions, breakdowns or loss of data or information.

Finally, it is understood that the Content of the Application is presented without any guarantee of any kind whatsoever, which the User recognizes expressly.

8.3 Access and use of the Application are at the risk and peril of the User. It is his responsibility to take all appropriate measures to protect his own data and / or software stored on his telephone and computer equipment against any infringement.

8.4 In any case, Alpine will be released from any responsibility:

- ✓ in case of non-compliance by the User of these Terms;
- ✓ in case of malfunction of the Application due to a cause, voluntary or involuntary, which is attributable to the User or that is attributable to a third party or an act of malicious intent, software, smartphone / tablet, an interface or any other product or supply of the User;
- ✓ in case of malfunction and / or failure of the computer network and / or communication of the User whatever the cause

8.5 The User being solely responsible for the use of the Application, he acknowledges that neither Alpine nor the members of the Alpine distribution network can be held liable for direct or indirect damages, including material damage, intangible damage, loss of data or program, financial loss, resulting from the access or use of the Application, or in particular, the interruption, suspension, modification or abandonment of the Application or of one of its elements.

Article 9 – Personal data

The registration, access and use of the Application requires Alpine to collect personal data that allow, within the meaning of applicable regulations, to identify directly or indirectly a natural person. Personal data is processed by Alpine as the controller.

Our Information Mentions detail the processing of personal data made by Alpine when you use the Services of the Application.

You are informed that you have a right of access, modification and rectification, as well as a right to oppose, subject to justifying a legitimate reason, that the data you concerning are being processed. You can exercise your rights by contacting our customer service department accessible via the form "Contact us" visible on the site www.alpinecars.com.

Alpine shall take the appropriate physical, technical and organizational measures to ensure compliance with the applicable regulations, security and confidentiality of personal data, in particular to protect them against loss, accidental destruction, alteration and unauthorized access.

Article 10 – Intellectual and Industrial Property

The Application is protected by intellectual and / or industrial property rights.

The photographs, texts, slogans, drawings, images, animated sequences with or without sound as well as all works integrated into the Services are the property of Alpine or of third parties having authorized Alpine to use them.

Reproductions, in paper or computer form, of the said Application and the works and models of Vehicles reproduced are authorized if they are strictly reserved for personal use excluding any use for advertising and / or commercial purposes and / or information and that they comply with the provisions of Article L122-5 of the Code of Intellectual Property.

Except as provided above, any reproduction, representation, use or modification, by any means whatsoever and on any medium whatsoever, of all or part of the Application, of all or part of the various works and models of Vehicles that compose it, without having obtained prior authorization from Alpine is strictly prohibited and constitutes an offense of counterfeiting punishable by three years of imprisonment and a fine of € 300,000.

The Alpine designations, the names of the vehicles offered by Alpine, the slogans and logos are, unless otherwise indicated, trademarks registered by Alpine or third parties having authorized Alpine to use them.

The reproduction, imitation, use or affixing of these marks without having obtained prior authorization from Alpine or their respective owners constitutes a counterfeit offense punishable by four years of imprisonment and 400,000 € of fine.

Subject to the provisions of the Terms, the User must not copy, modify or reproduce, in whole or in part, in any form whatsoever the information and elements appearing on the Services, nor intervene in the Services, nor act in a manner that contravenes the intellectual property rights of Alpine and the third parties that authorized Alpine to use them. The use of an intellectual property right of Alpine or a third party having authorized Alpine to use it, not expressly authorized by the GTU is strictly prohibited.

Article 11 – Applicable law

The GTU, the Content and all rights and obligations generated in connection with the use of the Application or relating thereto are subject to French Law and are interpreted and applied in accordance therewith.

Any dispute relating to the GTU and the access and use of the Application must first be the subject of an attempt to settle amicably between the parties before being submitted to the Courts of the jurisdiction of the Court of Justice. PARIS Appeal to which the parties attribute exclusive jurisdiction, notwithstanding the plurality of defendants or claims from third parties.

Article 12 – GTU update

The applicable GTU are those in force on the date of the connection and use of the Application by the User.

ALPINE reserves the right to modify and update these GTU without notice, at any time and without prior notice to Users.

If necessary, modifications and updates will be binding on the User as soon as they are published on the Application, subject to the User's obligation to consult the GTU in force at each login.

Article 13 : Miscellaneous provisions

13.1 No waiver

The fact, for one of the parties, not to invoke a clause of the present GTU cannot be interpreted as a temporary or definitive renunciation for the benefit of the provision in question which will remain in force.

13.2. Nullity of a clause

If one or more stipulations of these GTU is declared invalid, void or unwritten pursuant to the regulations in force, a change or following a final decision of a competent court, the other stipulations will keep all their strength and scope, the parties agreeing as soon as possible to put in place a valid replacement provision and a scope equivalent as close as possible to the spirit of the present.

13.3 Force Majeure

Expressly are considered as cases of force majeure, besides those usually retained by the jurisprudence of the French courts, bad weather, governmental and legal restrictions and modifications, computer breakdowns and telecommunications blocking, the failure of Alpine servers and all another case beyond the express will of Alpine.