

GENERAL TERMS OF USE

Please note: this document has been translated into English for your convenience but please note that only the French version can apply for the use of our website.

Effective date : 12/06/2022

These General Terms of Use (hereinafter the GTU) are those of CDandLP Music Web Service, a SARL company whose head office is located at 46 rue de la Télématique in Saint Etienne (42000) France, registered in the Saint-Etienne Trade and Companies Register under number 441 060 662 (hereinafter referred to as "CDandLP")

CDandLP provides a technical platform known as an online marketplace, integrated into its website www.cdandlp.com (hereinafter referred to as the "Marketplace").

The Marketplace allows its members to buy and sell products related to music whatever the format (CD, Vinyl record, DVD, VHS, Cassette, Clothing, etc.).

These Terms govern the use of the Marketplace. They apply between CDandLP and any user of the Marketplace (hereinafter the "Users") (together the "Parties"), whether a member registered on the Marketplace (hereinafter a "Member") or a simple unregistered visitor (hereinafter a "Visitor").

THE ACCESS AND THE USE OF THE MARKETPLACE IMPLY FULL AND ENTIRE ACCEPTANCE BY USERS OF THESE GTU.

For the Members who perform sales on the Marketplace, these GTU apply in addition to the General Terms of Membership (GTM).

DEFINITIONS

Capitalized terms used in these GTU have the following meaning. When used without capital letters, they have the meaning used in everyday language.

"Buyer" refers to any person placing an Order for a Product on the Marketplace.

"Ad" refers to any advertising page edited by the Seller on the Marketplace, gathering all the details and information related to a Product for sale.

"Order" refers to any Order of a Product placed by a Buyer on the Marketplace.

"GTU" refers to the present General Terms of Use.

"CDandLP T&Cs" refers to the Terms and Conditions of sale applicable to all sales made on the Marketplace, of which they govern the contractual conditions.

"Member Account" refers to the personalized account created by a Member at the time of the registration.

"Identifiers" refers to the personal connection identifiers of a Member (login, password) enabling the member to log into their Member Account.

"Member" refers to any person registered on the Marketplace and having a Member Account as such.

"Privacy Policy" refers to CDandLP's privacy policy that explains to persons concerned by the processing of personal data carried out by CDandLP as data controller how their data is processed and the rights available to them. This Privacy Policy is accessible under the following link www.cdandlp.com.

"Product" refers to any item proposed for sale by a Seller on the Marketplace. Products that can be listed for sale must necessarily be related to music (CD, Vinyl record, DVD, VHS, Cassette, Clothing, etc).

"PSP" refers to the payment service provider, chosen by CDandLP to provide electronic payment services and handle the funds related to transactions carried out through the Marketplace.

"GDPR" refers to the European Regulation 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Services" refers to all the technical and human services provided by CDandLP as part of the provision of the Marketplace.

"User" refers to either a Member or a Visitor.

"Visitor" refers to any person who browse the Marketplace without being registered.

PART I. PROVISIONS APPLICABLE TO ALL USERS

This part contains provisions applicable to all Users of the Marketplace, whether they are Members of the Marketplace or simple Visitors.

1. Purpose

The purpose of these GTU is to govern the access and the use of the Marketplace as well as the Services provided by CDandLP and to define the rights and obligations of the Parties.

Access to and use of the Marketplace are subject to prior, full and complete acceptance of the GTU by the User.

2. Duration

The GTU apply each time the User accesses and uses the Marketplace and for the duration of this access or use of the Services by the User.

3. Modification of the GTU

CDandLP is free to modify its GTU at any time.

Only the most recent version of the GTU online on the Marketplace applies.

CDandLP will notify the User, by any appropriate technical means, of the GTU's modification when the User accesses the Marketplace.

4. Prohibited behaviors

The User undertakes to use the Marketplace and the Services provided by CDandLP in accordance with their intended purpose, in compliance with these GTU and all rules of use communicated or made accessible by CDandLP, in particular by way of display, publication, or notification on the Marketplace.

As such, the User is prohibited from:

- deliberately and intentionally disclosing incorrect information, insulting other members or acting inappropriately;
- copying, reproducing, modifying, creating derivative works, distributing or disclosing to the public any content of the Marketplace without the express prior written consent of CDandLP or, where applicable, that of the third parties concerned;
- disrupting or attempting to disrupt the proper functioning of the CDandLP Marketplace or the activities that take place there;
- circumventing robot exclusion protocols or any other measures used to prevent or limit access to the Marketplace;
- publishing content or items in inappropriate categories or domains on the Marketplace;
- contravening the laws, the rights of third parties or the provisions of these GTU in the context of the use of the Marketplace and the associated Services;
- using the Marketplace when not legally capable of signing contracts, if under 18 years of age or if the User's access has been suspended, temporarily or permanently.
- circumventing the functioning of the Marketplace in any way whatsoever;
- listing via the Marketplace false, erroneous, misleading, insulting, slanderous, defamatory information against CDandLP or third parties;
- disclosing personal data of third parties;
- using the Marketplace with another person's identifiers;
- hacking or attempting to hack a Member's Identifiers;
- distributing viruses or other technologies on the Marketplace that may harm the operation of the Marketplace, CDandLP or the interests or property of Marketplace Users or any third party.
- copying, modifying or distributing content from the sites, copyrights and trademarks of CDandLP;
- using automatons (bots), spiders (spider), scrapers or any other automated process to access the Marketplace for any purpose whatsoever, without the express prior written consent of CDandLP.
- performing data mining on the Marketplace, without the express prior written consent of CDandLP.

In the event of a breach by the User of one of the aforementioned obligations, CDandLP may, as the case may be, automatically terminate, without compensation or notice, the User's registration, or refuse or suspend their access to the Marketplace.

In any case, the User is solely responsible for breaches of the aforementioned obligations and their possible harmful consequences.

5. Hosting role of CDandLP

CDandLP does not exercise any prior control or general supervision over the information stored and published by Users, including Sellers, on the Marketplace or on the activities they carry out through the Marketplace. In particular, CDandLP does not control the information (including text, image, video, sound

content) that may be posted by Users on the Marketplace.

The role of CDandLP is that of a host within the meaning of Directive 2000/31/EC of June 8, 2000 on electronic commerce.

Consequently, CDandLP cannot be held responsible in the event of illicit activity or information by Users.

CDandLP reserves the right, as soon as it becomes aware of it, to withdraw access to illicit information or to make it impossible for the public to access it. The User may notify CDandLP of manifestly unlawful information by completing the form named **"Report an content"** and accessible at the bottom of each page of the website.

In accordance with the terms of article 6-I-5 of French law n° 2004-575 of June 21, 2004 on confidence in the digital economy (LCEN), said notification must mention all of the following information:

- the notification date;
- if the notifier is a natural person: his surname, first name, profession, domicile, nationality, date and place of birth;
- if the notifier is a legal person: its form, its name, its registered office and the body that legally represents it;
- the description of the disputed facts and their precise location (e.g., URL link to the reported content);
- the reasons for which the content must be withdrawn, including the mention of the legal provisions and the justifications of facts.

6. Access to the Marketplace

Any User has a right to access and use the Marketplace.

When the User is a simple Visitor, this right of access is limited to the possibility of browsing the Marketplace and viewing the Ads. A Visitor cannot buy or sell on the Marketplace and therefore does not have access to the related functionalities.

The User is personally responsible, at his exclusive expense, for the acquisition, installation, maintenance and connection of the various elements of the configuration and the means of telecommunications necessary for access to the Marketplace.

Access to the Marketplace is possible via the Internet, mainly via the website www.cdandlp.com.

The access and use of the Marketplace take place from the User's computer equipment.

7. Availability of Services

The Marketplace is not hosted by CDandLP but by a third-party service provider, the company 01SI, specially chosen for its know-how, its reputation and its commitments in terms of data security.

CDandLP remains free to use any other service provider of its choice at any time without this being considered as a modification of the conditions of execution of the GTU, insofar as this does not generate any degradation of the Services or functionalities.

CDandLP does its best to offer the User an availability of Services that comes as close as possible to a 24/7 availability. The User acknowledges and accepts that this does not act as an obligation of means for CDandLP, therefore the Marketplace may experience periods of temporary unavailability, at any time of the day.

CDandLP draws the User's attention to the fact that:

- access to or use of the Marketplace may be interrupted or slowed down for any reason independent of CDandLP, in particular in the event of saturation at the regional or global level of the Internet network, or at the level of the server center of the hosting provider;
- the occasional interventions of CDandLP for the maintenance of the Marketplace and the correction of anomalies may lead to temporary interruptions of the Services.

8. Interruption of Services

CDandLP may interrupt access to its Services and to the Marketplace without any obligation to inform Users in advance.

9. Suspicious or abnormal use of the Services

In the event of suspicious or abnormal use of the Services by the User, CDandLP shall be entitled to suspend all or part of the Services provided to the User immediately. CDandLP will inform the User of this suspension, without delay and by any means, providing reasons for this suspension.

By suspicious or abnormal use, CDandLP means in particular:

- any multiple and failed connection attempt, any abnormal activity with regard to the current or usual activities of Users,
- any hacking attempt, any multiple requests sent to the Marketplace through a Member's Identifiers.

10. Marketplace and Services Modification

CDandLP is solely responsible for determining the content, appearance, design, functionality and all other aspects of the Marketplace and the Services it contains. It also reserves the right, without notice or compensation, to redesign, modify, withdraw or change any content, appearance, design, functionality, and all other aspects thereof.

11. Referencing of Products and ranking of search results

The Products are presented on an Ad page on which the User can find detailed information relating to the Product concerned (artist, label, title, pressing, condition, photo, description, track listing, information on the Seller, etc.).

The Marketplace enables Users to search for the Products referenced on the Marketplace using keywords on a search engine.

CDandLP alone determines the terms and conditions of Products referencing, the configuration of the internal search engine of the Marketplace as well as the methods of ranking the results displayed. It provides a specific section on the Marketplace informing Users of these different terms.

Please read more about this by clicking on this link ["Our Policy for the Listing and Sorting of Products"](#)

12. Intellectual Property of CDandLP

CDandLP is and remains the holder of all the intellectual property rights on the Marketplace and on the elements that compose it, whatever their nature, as well as all of its know-how as an online marketplace publisher.

These elements are protected by laws relating to intellectual property and others, and in particular by copyright.

Neither the GTU nor access to the Marketplace confers any intellectual property rights on the User to the Marketplace or its component elements.

Any use or exploitation of the elements of the Marketplace made in contravention of these GTU may give rise to the exercise of any appropriate action at the initiative of CDandLP, in particular the exercise of an action for infringement.

Any total or partial reproduction of the Marketplace and/or its component elements by any process whatsoever, without the express authorization of CDandLP is therefore prohibited and would constitute an

infringement punishable by articles L. 335-2 and following of the Code of intellectual property. Any commercial use by the User of the corporate name of CDandLP, its trade name, its verbal and figurative marks is also prohibited, except with the prior, express and written authorization of CDandLP.

13. Databases protection

CDandLP reminds any User that, in accordance with Directive 96/9 of March 11, 1996 concerning the legal protection of databases and the French Intellectual Property Code, are prohibited:

- the extraction and/or reuse of a quantitatively or qualitatively substantial part of its database;
- the repeated and systematic extraction and/or reuse of all or part of its database.

In addition, when the CDandLP database will not be protected under Directive 96/9 of March 11, 1996, CDandLP contractually restricts the rights of Users and prohibits them from any extraction and/or reuse of all or part of the database data without CDandLP's permission.

The User is not authorized to use robots, spiders and other technologies whose purpose is to access, read, extract, reproduce the content of the Marketplace, in particular the Product sheets, the Seller presentation sheets, the catalog of Products, their description, their price.

In view of the foregoing, any violation of this article may be subject, in addition to the termination of the GTU between CDandLP and the User, to civil and/or criminal proceedings.

14. Personal Data of Users

The operation of the Marketplace and the provision of the Services imply for CDandLP to collect and process personal data of Users.

This processing is carried out in accordance with the applicable legislation and in particular European Regulation 2016/679 of April 27, 2016 relating to the protection of individuals with regard to the processing of personal data and the free movement of such data (RGPD) and the French law of January 6, 1978 "Informatique et Libertés".

CDandLP's Privacy Policy can be accessed under the following link: [Privacy Policy](#) .

15. Hypertext links

The Marketplace may contain hypertext links to other sites on the Internet.

Links to these other resources may cause the User to leave the Marketplace.

As these sites are not published by CDandLP, the latter cannot in any way be held responsible for the content of the sites to which the User would thus have access.

CDandLP authorizes the creation of hypertext links to any page of the Site provided that the third-party sites on which they are accessible have a link with the activity of CDandLP and that they are not likely to harm the image and reputation of CDandLP.

In all cases, CDandLP reserves the right to request the removal of a link that it considers inconsistent with the purpose of the Marketplace.

16. Termination

16.1. Termination by CDandLP

CDandLP may, without notice or compensation, and by simple notification, automatically terminate the GTU in the event of serious or repeated breach by the User of one or more obligations stipulated herein, without prejudice to the possibility of claiming any damages to which it would be entitled.

CDandLP may also decide to restrict or suspend access to the Marketplace and the Services of the User concerned, without prejudice to the possibility of claiming any damages to which it would be entitled.

Please note: European regulation 2019/1150 "Platform 2 Business" provides for a specific regime regarding the terms of suspension and termination of a Seller's access to the Marketplace. These terms are stipulated in the General Conditions of Membership of the Marketplace.

16.2. Termination by a User

The User may terminate, without notice, the GTU and their registration to the Marketplace by written notification sent to CDandLP by mail or by email to the coordinates below

By mail: CD and LP Music Web Service, 46 rue de la Télématique - Saint-Etienne (42000) FRANCE,

By email: contact@cdandlp.com

From the Member Account > My Profile > Account deletion.

The termination will take effect from the sending of said notification by the User.

16.3. Consequence of termination

In any case, the termination of the GTU will have no effect on the contractual obligations arising from the relationship between a Buyer and a Seller which will continue until their term.

Any termination of the GTU results in the closure of the Member Account concerned.

17. Limitation of responsibility

BY MUTUAL AGREEMENT, THE PARTIES AGREE THAT CDandLP IS SUBJECT TO AN OBLIGATION OF MEANS.

THE RESPONSIBILITY OF CDandLP CANNOT BE ENGAGED IN CASE OF CONTRACTUAL BREACH OF THE SELLER WITH REGARD TO A BUYER OR FOR ANY DAMAGE CAUSED BY THE SELLER TOWARDS THE BUYER.

CDandLP'S LIABILITY WILL ONLY BE ENGAGED FOR DIRECT DAMAGES THAT MAY RESULT FROM THE PROVISION OF THE SERVICES AND ON CONDITION THAT THE USER ESTABLISHES A DIRECT CAUSAL LINK BETWEEN THE ALLEGED DAMAGE AND PROOF OF A BREACH OF CDandLP'S CONTRACTUAL OBLIGATIONS.

IN ADDITION, CDandLP CANNOT BE SEARCHED FOR FAULT, NEGLIGENCE, OMISSION OR FAILURE ON THE PART OF THE USER, INCLUDING ADVICE AND INSTRUCTIONS GIVEN, TRANSMISSION OF ERRONEOUS INFORMATION, WHEN SUCH FAULT, NEGLIGENCE, OMISSION OR DEFAULT IS THE SOLE OR PREPONDERANT CAUSE OF THE DAMAGE SUFFERED BY THE SELLER.

CDandLP CANNOT BE HELD RESPONSIBLE FOR INDIRECT DAMAGES, AND IN PARTICULAR DAMAGES RELATED TO THE INTERRUPTION OR UNAVAILABILITY OF SERVICES WHICH WOULD CONSTITUTE AN INCREASE IN GENERAL COSTS, LOSS OF PROFIT, FINANCIAL, IMAGE OR EXPLOITATION, LOSS OF DATA, FILES, DISRUPTION OF THE PROFESSIONAL ACTIVITY OF THE USER, OR CONSTITUTED BY ACTIONS DIRECTED BY THIRD PARTIES AGAINST THE USER.

IN THE EVENT WHERE CDandLP'S LIABILITY IS RETAINED IN ANY REASON WHATSOEVER, THE TOTAL AMOUNT OF INDEMNITIES THAT CDandLP MAY BE REQUIRED TO PAY TO THE USER UNDER THESE GENERAL CONDITIONS OF USE CANNOT EXCEED, ALL SUMS AND ALL DAMAGES COMBINED, THE SUM OF A THOUSAND (1000) EUROS AND THIS, REGARDLESS OF THE NATURE

AND LEGAL BASIS OF THE CLAIM AND THE PROCEDURE USED TO SUCCEED. THIS QUANTITATIVE LIMITATION OF LIABILITY IS ONLY APPLICABLE FOR DAMAGES CAUSED TO A PROFESSIONAL USER.

IN ANY CASE, THE USER IS SOLELY RESPONSIBLE FOR THE USE THAT HE MAKES OF THE MARKETPLACE, AS WELL AS FOR ANY NON-COMPLIANT USE OF THESE ELEMENTS WITH THE TERMS OF THE CONTRACT.

18. Force majeure

Neither Party may be held liable vis-à-vis the other for any failure or delay in the performance of its obligations provided for herein which would be due to a case of force majeure within the meaning of article 1218 of the Code civil law and the case law of the Court of Cassation.

The Parties agree in particular that the following events must be qualified as cases of force majeure, without this list being exhaustive: acts of war, acts of terrorism, riots, labor disputes, internal and external strikes, lockouts, natural disasters or sanitary crisis, fire, water damage, lightning, legal or governmental restrictions, acts of administrative, governmental and judicial authorities not attributable to a fault of the defaulting Party, absence of energy supply, partial or total shutdown of the Internet network or of all communication networks.

The Party affected by a case of force majeure immediately informs the other Party by the means it deems appropriate, confirmed by registered letter with acknowledgment of receipt, justifying the exceptional circumstances which make it impossible to perform its contractual obligations, and by producing all useful justifications. In any case, the Party affected by the case of force majeure must make its best efforts to limit its duration and consequences.

Should the event giving rise to the case of force majeure continue for more than 3 (three) consecutive months, either Party may terminate the GTC by registered letter with acknowledgment of receipt, unless otherwise agreed. expressly to the contrary between the Parties.

19. Convention on evidence

The Parties recognize a probative value to the computerized data exchanged between them by any electronic means and in particular through the Marketplace.

The User expressly acknowledges:

- the contractual value and validity of any acceptance made from the Marketplace, once connected using their Identifiers
- the opposability of any action carried out from the Marketplace, once connected by means of their Identifiers
- that the Marketplace connection logs are authentic between the Parties.

The computerized registers, kept in the computer systems of CDandLP under reasonable security conditions, are considered as proof of the communications between the Parties.

20. Nullity

If any of the stipulations of these GTU proves to be invalid under a rule of law in force or a court decision that has become final, it would then be deemed unwritten, without however resulting in the nullity of the GTU or altering the validity of its other provisions.

21. Waiver

The fact that one or the other of the Parties does not claim the application of any clause of the GTU or acquiesces in its non-performance, whether permanently or temporarily, cannot be interpreted as a waiver by this Party to the rights resulting for it from the said clause.

22. Applicable law and settlement of disputes

The GTU are subject to French law.

ALL DISPUTES OR DISPUTES ARISING FROM THE VALIDITY, INTERPRETATION AND/OR EXECUTION OF THE GCU, WHICH THE PARTIES CANNOT RESOLVE AMILY, WILL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS WITHIN THE JURISDICTION OF THE COURT OF APPEAL FROM LYON (FRANCE), EVEN IN THE EVENT OF MULTIPLE DEFENDANTS, ACTION IN REFERENCE OR APPEAL IN WARRANTY.

PART II. PROVISIONS APPLICABLE TO MEMBERS

This Part contains the provisions applicable only to Members of the Marketplace, i.e. to any person who has created a Member Account on the Marketplace. It therefore does not apply to simple Marketplace Visitors.

23. Creation of a Member Account

Anyone wishing to buy or sell Products on the Marketplace must first create a Member Account. The creation of a Member Account on the Marketplace implies:

- to be of legal age (over 18);
- not to have been previously excluded from the Marketplace due to the violation of the GTU.

24. Identifiers

CDandLP provides the Members with Identifiers allowing them to connect to their Member Account.

The actions carried out on the Marketplace once connected with the Identifiers are deemed to have been carried out by the Member, except for proven computer fraud reported by the latter.

The Members must ensure that their Identifiers remain confidential and are only used by them or their employees. They are therefore prohibited from transferring their Member Account and their Identifiers to a third party without the prior written consent of CDandLP;

In the event of loss, suspicion of disclosure or disclosure to third parties, the Members must immediately generate a renewal of their password from the Marketplace.

CDandLP cannot be held liable to Members for actions carried out on the Marketplace by a third party not authorized to use their Identifiers.

25. Services supplied

The Marketplace offered by CDandLP is a marketplace allowing Members to buy and sell Products.

To become a Seller, an additional registration procedure is required in order to access the Seller Features.

This specific procedure is defined in the General Conditions of Membership (Sellers) to the Marketplace.

The basic features of the Marketplace that are provided to Members are:

- a right to access and use the Marketplace;
- Identifiers to connect to their Member Account;
- as a Buyer: an interface for placing Orders, monitoring their processing and viewing Orders placed;

- as a Seller: an interface allowing you to offer Products for sale and to monitor your sales (Sellers Features).

26. Right of access and use of the Marketplace

CDandLP grants the Member a right to access and use the Marketplace and its Services. This right of access and use is granted on a personal, non-exclusive, non-transferable basis, for the whole world, limited to the duration of the opening of its Member Account and for the sole benefit of the Services. CDandLP guarantees that it is the author and holder of the copyrights on the elements making up the Marketplace or that it holds the rights necessary to grant a right of access and use of the Marketplace to the Member.

27. Marks of the Members

The Member authorizes CDandLP, free of charge, to use, reproduce and mention its word marks as figurative ones, and more generally its commercial name, its corporate name, on the Marketplace and CDandLP online and offline promotional and commercial media in order to promote the Marketplace and the Members registered therein.

28. Purchasing process

28.1. Application of CDandLP's T&Cs

When a Buyer purchases a Product from a Seller, CDandLP only acts as an intermediary in the connection between this Buyer and the Seller.

Any sale made on the Marketplace is governed by the CDandLP T&Cs. Any Buyer will be invited to accept them before placing an Order.

The T&Cs are published on the Marketplace and accessible under the following link: [Terms of sales](#). We invite you to read them with the greatest attention.

28.2. Availability of Products

Ordering a Product is possible within the limits of available stocks.

The Seller makes its best efforts to only sell on the Marketplace Products that are actually available.

It is possible that the Buyer orders a Product that is not available. In this case, the Order will not be validated by the Seller and the Buyer will not be debited, in accordance with the provisions of article 28.3 below.

CDandLP does not guarantee in any way that the Products offered on the Marketplace are actually available.

28.3. Placing of Orders

To order a Product on the Marketplace, Buyers must follow the following steps:

1. access the Ad of the Product they wish to order;
2. click on the button to add the Product to their shopping cart available from the Ad page ;
3. access the purchase cart, available from the Ad page;
4. validate their Order by clicking on the button provided for this purpose ;
5. if necessary, log in to their Member Account :
 - o if Buyers already have a Member Account, they log in using their Identifiers
 - o if they do not have a Member Account, they create one by following the registration procedure provided

by the Marketplace

6. fill in their delivery and billing addresses and select the payment method ;
7. check the details of their Order that are displayed, and in particular the Products included in their shopping cart, their quantity, their price, any applicable fees and terms ;
8. fill in the information related to your means of payment
9. tick various boxes certifying acceptance of CDandLP T&Cs, of the transport carrier's Terms of Use and the accuracy of their delivery address ;
10. confirm the payment of their Order by clicking on the button provided for this purpose .

Depending on the Member's start page and the payment method selected, the steps may differ slightly. Once the Order has been confirmed, the Buyer will receive an email acknowledging receipt of the Order and indicating that it is awaiting validation by the Seller.

The Seller has a period of 4 days from the Order to confirm the availability of the Product(s) ordered and to confirm it.

In the absence of validation within the time limit or in the event of refusal of the Order:

- the Buyer will be notified by email;
- the Order will be canceled and the Buyer will not be charged.

In case of validation of the Order within the time limit;

- the Buyer will be notified by email ;
- the sale will be definitively formed and the Buyer's payment will be cashed.

28.4. Payment of Orders

The prices of the Products displayed on the Ads are indicated in euros (or the currency you select when browsing the website) all taxes included (VAT included), without delivery costs.

Delivery costs are displayed when Buyers access their shopping cart and vary according to the delivery method chosen by the Buyer or imposed by the Seller.

Buyers may pay for their Order using any means of payment offered on the Marketplace.

Read more on payment methods in our article 3.4 of our ["Buyers Guide"](#).

The payment process is handled by the financial partners chosen by CDandLP.

The Buyer bears any currency exchange costs that may be added during payment as well as VAT and customs fees that may apply at the time of delivery.

Once the payment has been made, the Buyer will receive an invoice in his name detailing his Order.

After the shipment of the order, a billing order, in the buyers' name, detailing the Order is available in their account, from the details of the order.

28.5. Shipping and Delivery

The Products covered by the Order will be delivered within the estimated time indicated to the Buyer at the time of placing the Order and in accordance with the delivery method selected by the Buyer from among the Seller's proposals.

28.6. Receipt of Orders

When Buyers receive their Order, they are invited to confirm receipt on the Marketplace so that the Seller can obtain payment for the sale.

In the event of non-compliant, missing or damaged Products during delivery, the Buyer must follow the

procedure described in the article "Claims/Returns" below.

28.7. Rating of sellers and review process

The Marketplace allows Buyers to rate the Seller and post a review after receiving their Order. CDandLP alone determines the terms of publication and processing of ratings and reviews posted on the Marketplace. It provides a specific section on the Marketplace informing Users of these terms.

Read more about this section by clicking on the following link : ["Our Policy to rate sellers and give them a feedback"](#).

Members undertake to comply with any rules relating to ratings and reviews provided for in the said section.

The User grants CDandLP a non-exclusive license, free of charge, for the whole world and for the duration of the copyright, use, reproduction, representation, adaptation of opinions, on any medium and by any means, within the framework of the operation, operation, promotion of the Marketplace and the commercial activity of CDandLP

28.8. Claims / Returns

In the event of dissatisfaction, Buyers may open a complaint by using the "Other Actions" button located in the details of their order. The different cases of complaint are listed there. The Seller will be notified via an email message.

In the event of no response from the Seller or if the Buyer is not satisfied with the response provided, CDandLP's customer service will get involved within three to seven days. Three days after opening a complaint, it becomes possible for Buyers and Sellers to contact and involve customer service. For this purpose a button entitled "contact CDandLP" is available, located inside the message thread generated by the opening of the complaint, in Members' inbox.

When CDandLP intervenes, its role is neither that of a mediator nor that of a conciliator within the meaning of the French Code of Civil Procedure. The attempt to resolve the dispute conducted by CDandLP does not in any way suspend or condition the other amicable or judicial remedies offered to the Seller or the Buyer.

CDandLP's intervention is limited to recommending a solution acceptable to the Seller and the Buyer in order to resolve their dispute amicably. Consequently, the Buyer and the Seller remain free to follow its recommendations.