

GENERAL TERMS AND CONDITIONS OF USE

Applicable from October 2024

The online official store «<https://www.mustangchallengelemans.com/> » is operated by Company ORECA SAS ("ORECA").

The purpose of these General Terms and Conditions of Use (the "GTCU") define the conditions under which users (the "User") can access and use the services of the website <https://www.mustangchallengelemans.com/> (the "Website"). The GTCU are not intended to govern any commercial relationship between ORECA and the User.

When you access, browse and/or use the Website, the User accepts these GTCU without limitations. ORECA reserves the right to change the GTCU at any time and without prior notification, by publishing a new version on the Website.

I. LEGAL NOTICE

The Website is edited by Akène Conseil

SARL au capital de 15.000€

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TVA FR38 527 994 321.

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The Website is operated by

ORECA S.A.S

Société par actions simplifiée au capital de 3.655.300 Euros

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Tél. : +33 (0) 4 94 88 57 88

The Website is hosted by OVH

2 rue Kellermann 59 100 Roubaix - France

II. AVAILABILITY AND ACCESS TO THE WEBSITE

The Website is usually accessible 24 hours a day, 7 days a week, unless interrupted, scheduled or not, for maintenance or case of Act of God or Force Majeure event.

ORECA tries to ensure to the best of its ability, the accuracy and updating of information on the Website, which it reserves the right to correct, at any time and without notice. However, ORECA accept no liability for any interruption, occurrence of bug, inaccuracy or omission relating to information available on the Website, damage resulting from fraudulent access by a third party that resulted in a change in the information available on the Website, and more generally for any direct or indirect damage.

ORECA may, at any time, limit or suspend, temporarily or otherwise, access to the Website to a User in the event of a violation by it of the GTCU, without prejudice to any other rights for the benefit of ORECA.

In the event of a permanent suspension, the User agrees to immediately destroy any copy of the Website and/or its content.

III. CREATING AN ACCOUNT

In order to fully benefit from the functionality of the Website, the User must create a customer account (the "**Account**") using an online form provided for this purpose. In this regard, in order to be able to make a purchase on the Website, the User must create a customer account. On this occasion, the information transmitted by the User must be accurate, complete and up to date. The User undertakes not to create an account whose identifiers are clearly or potentially offensive and/or controversial and/or denigrating and/or contrary to public order or morals and/or likely to provoke controversy. The User is free to change and/or update the personal data that he initially provided. Upon confirmation of the creation of the Account, it is valid for an indefinite period. The User may request its deletion at any time without any particular reason by simple notification to customer service at packagesford2025@oreca.fr. Conversely, ORECA may deactivate the account in case of inactivity of the account beyond 3 (three) years and/or in case of breach(s) of the User's to the GTCU.

IV. LINKS

The Website may include links to other websites or other internet sources. Insofar so ORECA cannot control these websites and external sources, ORECA shall not be held liable for making these external websites and sources available and declines any responsibility for the content. As a result, the connection of external websites and sources takes place at the user's peril.

The creation of hypertext links to the Site may only be made with the prior written authorisation of ORECA. Therefore, ORECA is not responsible for the hypertext links pointing to the Site.

V. REPORT AN ILLICIT CONTENT

If while browsing our website you notice content that seems to violate the law or your rights, you can report it to us by email at the following address: packagesford2025@oreca.fr

To facilitate the processing of your report, we invite you to attach the URL link of the reported content, and/or any document justifying the infringement of your rights.

VI. LIABILITY

The User uses the Website under its his or her sole and entire responsibility with these GTCU of this Website, the rules governing activities on the Website and all applicable laws and regulations to the user's activities on the Website, through him or relating to it. Thus, the User recognizes that ORECA or any of its subsidiaries or partners shall in no event to liable for any damages, direct or indirect, regardless of the causes, origins, nature or consequences thereof, including the costs resulting from the acquisition of products proposed on the Website, loss of profits, loss of customers, loss of data and/or programs, related to accessing or using the Website, or especially because of the interruption, suspension or amendment or abandonment of the Website or its elements and any other loss of intangible property.

The sources of the information disseminated on the Website are deemed reliable, but the Website does not guarantee that it will be free of defects and/or faults and/or omissions. ORECA gives no warranty, express or implied, and assumes no liability for the use and interpretation of such information, the content and services of the Website, to which the User expressly agrees. Despite regular updates, the Website cannot be held responsible for any legal or administrative modification, arising after the publication.

Access to products and services on the Website may be restricted. Therefore, you must ensure that the law of the country from where connection is made allows you to access the Website.

Despite every effort, ORECA does not give any guarantees the absence of viruses. ORECA declines any and all responsibility for any viruses or source code, programs or files intended to interrupt, restrict, destroy or limit functionality, or compromise the integrity of any software, computer equipment or means of communication transmitted by or with the pages of the Website or any other website, any content downloaded from the Website or any other website, any newsletter, any publication.

VII. INTELLECTUAL PROPERTY

The general structure, texts, images, photographs, sounds, graphics, drawings, slogans, animated sequences with or without sound, or any other component of the Website are the exclusive property of ORECA, third parties who have transferred their copyright to ORECA or third parties that have authorized ORECA to use them. Therefore, it is prohibited to copy, to modify, to create a derivative work, to sell, to assign, to license or to transfer in any way the rights attached to the software and/or the Website.

The trademarks, logos and other intellectual property rights mentioned on the Website are registered trademarks. Any total or partial reproduction or representation or modification or alteration of these trademarks, logos or any contents published on the Website, except with the express permission of ORECA or their holders, are prohibited in accordance with article L. 713-2 of the French intellectual property Code and would constitute an infringement under articles L. 335-2 and al. of the French intellectual property Code.

VIII. PERSONAL DATA

ORECA and FORD, co-processing manager, may collect personal data according to the conditions and purposes set out in the personal data policy.

In accordance with current regulations, including Regulation 2016/679/EU, the User shall have a right to access, to rectify, to oppose and to delete his or her personal data.

Users may exercise their rights by writing to:

- By email to dpo.ext@oreca.fr

The personal data that Users that you can be led to provide are on a voluntary basis. If Users fail to provide this information, ORECA will be unable to process the corresponding files.

For any further information or complaint, the User can contact the "Commission nationale de l'informatique et des libertés" (more information on www.cnil.fr).

IX. COOKIES

Attentive to the needs of its Users, the Website makes use of cookies (navigation cookies). For more information, you can refer to the cookie policy.

X. TERMS AND CONDITIONS OF SALE

Any User ordering one or more products on this Website has read, understood and agreed to the general terms and conditions of sale. To view, [click here](#).

XI. CHANGES AND UPDATES OF GTCU

ORECA reserves the right to change and update, at any time and without notice, the access to the Website and GTCU. Therefore, the GTCU's applicable are those in force on the Websites on the purchase date.

XII. APPLICABLE LAW AND COMPETENT JURISDICTION

French law applies to these GTCU. In case of absence of amicable resolution of a dispute born between the Parties, only French courts are competent.

In case of discrepancy between the French and the English versions of the GTCU, the French version shall prevail.