

BY SIEBENALER

Website bysiebenaler.com Terms and conditions

Company information

Company name	By Siebenaler
Company owner	Nathalie Siebenaler
Registered office	30, Hammhafferstrooss, L-6552 Berdorf, Luxembourg
Register of Commerce	N° A38909
VAT Number	LU 25029628
Autorisation d'établissement	N° 10017988/0-2

Intellectual property rights

The By Siebenaler website (hereinafter referred to as the "Website") as well as the By Siebenaler trademark are owned and registered by the Company. All trademarks, logos, whether registered or not, displayed on the Website, including but not limited to the By Siebenaler trademark are owned by the Company and will remain the exclusive property of the Company. Copying, use or reproduction of the above listed materials or distribution thereof is expressly prohibited and may lead to civil and criminal penalties. Hypertext links to the Website may be created for informational purposes without our prior consent.

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1. Use of this website

We are pleased to welcome you on the bysiebenaler.com website. The Website is an online service platform of By Siebenaler. By accessing the Website you agree to be bound by these terms and conditions (the "T&C").

We may amend the T&C from time to time at our sole discretion. We therefore recommend that you check their content before placing any orders. By using the Website after these amendments you agree to be bound by the T&C as amended.

This Website is only available to individuals who are eligible to register and who intend to purchase the products featured on the Website (the "Products") for their personal use ("you", the "Customer").

2. Registration

When you register you will be required to provide your real name, address, phone number, e-mail address and other information that may be requested. By registering you warrant that the personal information provided is true, accurate, complete and up-to-date in all respects.

Please make sure that the account password provided is stored safely, we do not accept any liability in case of a fraudulent use of your account.

3. Formation of a contract

3.1. Orders

All orders are subject to availability. Items in your shopping basket are not reserved and may be purchased by other customers.

By placing an order of a Product on the Website you are offering to buy that product at the indicated price, subject to the T&C (the "Order").

The Order will be formally placed by clicking on the "confirm order" button at the online order process.

All new Orders are deemed separate and each is treated individually (entailing separate delivery costs, and tax or import duties if applicable).

3.2. Acknowledgement of the Order

Once you have placed the Order, you will receive an e-mail from us acknowledging the details of the Order. This e-mail does not constitute the acceptance of the Order but is only a confirmation that the Order has been received by us.

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3.3. Acceptance of the Order

Unless you cancel your order, our acceptance of the Order will be deemed complete and final once we have sent you an e-mail to confirm that the relevant Product(s) has/have been dispatched. The contract of sale is therefore concluded in Luxembourg.

We reserve the right not to accept the Order in the event that we are unable to obtain authorization for payment or that you do not meet the eligibility criteria set out in the T&C.

We also reserve the right not to accept the Order at our sole discretion and will not be liable to you or any third party by reason of not accepting the Order.

3.4. Retention of title/Passing of property and risk

We retain the legal ownership of the Product(s) until full payment and discharge of the total purchase price.

All Orders are insured by us during their transit to you. The risk in the Product(s) will pass to you once they have been delivered to the address specified by you as delivery address.

4. Pricing/ shipping costs/delivery times/import taxes and local customs' duties

4.1. Pricing/shipping costs/delivery times

Prices shown on the Website are in Euros and are inclusive of VAT at the applicable rate.

Product prices are exclusive of all taxes and duties (see under 4.2).

Delivery for Luxembourg (1-2 working days) is free of charge.

For all other countries a delivery charge will be added to all purchases: 15 Euro for EU orders (within 3-5 working days); 20 Euro for Swiss orders (within 4-6 working days) and 25 Euro for the rest of the world (within 4-8 working days).

In case you return your order, we will however deduct the delivery charges which would normally have applied to your order from the initial Purchase price credited to your Account/or from your store credit. (Please refer to article 7. Returns).

Please note that we aim to dispatch all orders within 48 hours but only during weekdays. Estimated delivery times are to be used as a guide only and commence from the date of dispatch. By Siebenaler is not responsible for any delays caused by destination customs clearance processes.

All Orders are shipped by Post.

4.2. Import taxes and local customs' duties

All Orders delivered outside the European Union (the "EU") are subject to additional charges, import fees and/or customs' duties.

Please check with your local customs office to find out which additional charges will be applied to your Order.

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UPS takes responsibility for such charges and bills the recipient. By Siebenaler is unable to provide an estimation of such charges.

If you refuse to pay the additional charges the shipment will automatically be returned at our costs.

Please note that from your original purchase refund we will have to deduct any charges which have been incurred due to the refund.

5. Payment

Payment can be made by Visa, Master Card and American Express, and any other methods which may be clearly advertised on the Website from time to time. You confirm that the credit card that is being used is yours or that you have been specifically authorized by the owner of the credit card to use it. All credit card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment to us, we will not be liable for any delay or non-delivery.

All credit card transactions on this site are processed using PayPal or Stripe, both secured online payment gateways that encrypts your card details in a secure host environment.

Credit card data are solely stored in platforms secured by PayPal and Stripe and are not shared with By Siebenaler. By Siebenaler is only informed if payment via a credit card has been accepted or rejected. By Siebenaler may not be held liable for any payments processed via PayPal. More information on www.paypal.com and www.stripe.com

6. Delivery addresses

In case the Carrier is unable to deliver the Product(s), he will leave a notice indicating where you can take delivery of the Product(s) or the Carrier will contact you to fix a new delivery date. The Carrier will keep the Product(s) according to its internal policies. If the Carrier is unable to deliver the Product(s) within the timeframe provided by the Carrier's internal policy, the Product(s) shall be returned to By Siebenaler. In that case you will be reimbursed of the purchase price less expedition and re-expedition costs which have to be borne by you.

You undertake to provide us with an accurate delivery address. By Siebenaler shall not be liable for any loss or delay in the delivery of the Product(s) if such loss or delivery is due to the provision by you of an inaccurate or incomplete delivery address. In that case, expedition and re-expedition costs have to be borne by you; lost Product(s) will not be reimbursed to the customer.

7. Returns / Refunds

Should you not be happy with your purchase, you may return the item(s) in their original packaging provided, unused in their original condition with the tag and the authenticity certificate, within 14 days of reception.

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For further instructions, please contact us by mail under info@bysiebenaler.com

Once we have received the returned Product(s) in the state we have initially sent them, we will as soon as possible thereafter and at the latest within 30 days of the receipt of the returned Product(s), credit the Purchase price to the account used to purchase the Products(s) less any taxes, import duties or original delivery charges incurred.

8. Intellectual Property Rights

This Website as well as any text, graphics, photographs, including all image rights, trademarks, sounds, music, video or audio on this Site (the "Content") are either the exclusive property of By Siebenaler or By Siebenaler has received the express authorisation to display the Content on the Website . All such Content including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this Website are protected by national/European and international intellectual property and other laws and international treaty provisions. You are permitted to use the Content only as expressly authorized by By Siebenaler and/or its third party licensors. Any reproduction or redistribution of the above listed Content is prohibited and may result in civil and criminal penalties. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution is expressly prohibited. However, you are permitted to make one copy for the purposes of viewing Content for your own personal use. Hypertext links may be created to this Website without our prior consent to the extent the hyperlinks are made for informational purposes only.

9. Privacy Policy

9.1. Which personal data are likely to be processed and for what purpose?

Your personal data may be collected and processed when using certain services offered on the site.

Contact form

In accordance with the provisions of Regulation No. 2016/679, known as the General Data Protection Regulation (GDR) directly applicable from 25 May 2018, the information collected on the contact forms on the site is recorded in a computerised file and stored according to secure protocols in order to enable contact to be resumed.

The personal data collected on the contact form are transferred by email to the competent services of the Website and are reserved for the sole use of these services.

This data will be kept for as long as it remains necessary for the fulfilment of the above-mentioned purposes and will only be recorded to the extent necessary to respond to you.

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Access to this data will be strictly limited to employees of By Siebenaler, who are directly or indirectly involved in the process of processing your requests. Under no circumstances will this data be communicated or transferred to third parties.

9.2. Are cookies or other tracking devices used by the Website?

- **Cookies**

The Website uses customer cookies, which allow the analysis of information relating to the user's navigation. A cookie is a text file stored by your browser on a dedicated area of your computer when you visit a website. Under no circumstances does this file allow the person who deposited it to obtain information stored on your hard disk or personal information. In general, the use of cookies is used to improve our services and make them more efficient.

Our site uses cookies to measure the audience and, based on statistical information collected on browsing paths, to improve their accessibility.

They are stored by this site on your computer. They contain in particular the name of the server that wrote it, an identifier in the form of a unique number and an expiry date.

You can decide for yourself whether or not the site is allowed to store cookies on your computer. On the other hand, you have the option at any time to set your browser options so that cookies are not accepted and stored.

In addition, you can delete cookies that have already been saved via the browser at any time. The use of certain features of this portal cannot be limited or disabled under any circumstances if the user refuses cookies.

- **Tracking system**

In order to improve our service, we collect "tracking data". These provide information about your behaviour on our site. Such tracking data does not allow us to identify you.

The tracking system used: Google Analytics. You may object to the collection and processing of this data by Google Analytics by setting an opt-out cookie that prevents the future collection of your data when you visit this website: <https://tools.google.com/dlpage/gaoptout?hl=en> For more information, please consult [Google Analytics' privacy policy](#).

9.3. What are your rights regarding your personal data?

- **Right of access**

You have the right to obtain from the Website confirmation that personal data concerning you are or are not processed and, when they are, access to the said personal data and the following information:

- ✓ The categories of personal data collected and processed;
- ✓ The purposes of their processing;
- ✓ The categories of recipients to whom the personal data have been communicated or are likely to be communicated;
- ✓ The storage period for personal data;
- ✓ Information about your rights with regard to your personal data.

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- **Right of opposition**

You may object, for legitimate reasons, to any processing of your personal data. Thus, By Siebenaler will no longer process your personal data, unless it can demonstrate that there are legitimate and compelling reasons for processing that prevail over the interests and rights and freedoms of the data subject, or for the establishment, exercise or defence of legal rights.

- **Right of rectification**

You have the possibility to request that your personal data be corrected if they prove to be inaccurate, incomplete or obsolete.

- **The right to forget**

You may request that your personal data be deleted if such personal data are no longer necessary for the purposes for which they were collected or processed, if you withdraw your consent to the processing of your personal data, provided that your prior consent was the legal basis for their collection and processing and that there is no other legal basis for them, you have objected to the collection or processing of your personal data in accordance with the following paragraph, the processing of personal data is unlawful, your personal data must be deleted for By Siebenaler to comply with a legal obligation imposed on it or if you are a minor at the time of collection of your personal data.

- **Right to limitation of processing**

You may require By Siebenaler to rectify, complete, update, lock or delete, as the case may be, any personal data concerning it that is inaccurate, incomplete, ambiguous, outdated, or whose collection, use, disclosure or storage is prohibited.

- **Right to data portability**

You have the right to receive your personal data collected or processed by By Siebenaler, in a structured, commonly used and machine-readable format, and the right to transmit this data to another controller without the By Siebenaler, to whom the personal data have been communicated, impeding it.

9.4. Who to contact in case of dispute or question?

If you intend to exercise these rights, please contact the Data Protection & Compliance Officer of By Siebenaler, Ms Nathalie Siebenaler, at the address mentioned on page one.

In addition, you have the possibility to file a complaint with the National Commission for Data Protection (CNPD).

Mailing address: 1, Avenue du Rock'n'Roll, Esch-sur-Alzette
Telephone: +352 26 10 60 -1

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9.5. Which social plugins are used by the Website?

- Facebook

The site integrates social plug-ins from the Facebook social network operated by Facebook Inc. 1601 S. California Ave, Palo Alto, CA 94304, USA (hereinafter referred to as "Facebook").

You can find an overview of Facebook plugins by visiting:

<http://developers.facebook.com/docs/plugins>

When you visit our pages, the plugin is used to establish a direct connection between your browser and the Facebook server. This gives Facebook the information that you have visited our site with your IP address.

If you click on the Facebook button when you are logged into your Facebook account, you can link the content of our pages to your Facebook profile. This allows Facebook to associate the visit of our pages with your user account. As a page provider, we do not receive any information about the content of the data transmitted or its use by Facebook.

For more information, see Facebook's privacy policy at:

<https://www.facebook.com/about/privacy/>

If you do not want Facebook to associate the visit to our site with your Facebook user account, you must log out of your Facebook user account.

You can also completely block the loading of Facebook plugins by your server using add-on plug-ins, such as Facebook Blocker:

<http://webgraph.com/resources/facebookblocker/>

- Instagram

The site incorporates social plug-ins from the Instagram social network operated by Instagram Inc. located at 181 South Park Street Suite 2, San Francisco, CA 94107, USA.

When you visit our pages, the plugin is used to establish a direct connection between your browser and the Instagram server. This gives Instagram the information that you have visited our site with your IP address.

If you click on the Instagram button when you are logged into your Instagram account, you can link the content of our pages to your Instagram profile. This allows Instagram to associate the visit of our pages with your user account. As a page provider, we do not receive any information about the content of the data transmitted or their use by Instagram.

For more information, see Instagram's privacy policy at

<https://help.instagram.com/155833707900388>.

If you do not want Instagram to associate your visit to our site with your Instagram user account, you must log out of your Instagram user account.

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9.6. What measures are taken to ensure the protection of your personal data?

By Siebenaler implements appropriate technical and organisational measures concerning the processing of personal data in order to guarantee a level of security adapted to the risk. In addition, By Siebenaler is committed to constantly improving its security measures in line with technological developments.

Notification in the event of a breach of personal data

In the event of a breach of personal data, By Siebenaler shall notify the relevant breach to the competent supervisory authority in accordance with Article 55 of the DGPS as soon as possible and, if possible, no later than 72 hours after becoming aware of it, unless the breach in question is not likely to pose a risk to the rights and freedoms of natural persons. Where the notification to the supervisory authority does not take place within 72 hours, it shall be accompanied by the reasons for the delay.

On the other hand, when a violation of personal data is likely to create a high risk to the rights and freedoms of a natural person, By Siebenaler shall communicate the violation of personal data to the data subject as soon as possible.

10. Governing Law/Jurisdiction

The present T&C will be governed by and construed in accordance with the relevant laws of the Grand-Duchy of Luxembourg and the relevant courts of Luxembourg-City will have exclusive jurisdiction.