

General Terms and Conditions of Use

Hermes.com - Poland

The Hermes.com website is published and operated by the HERMÈS INTERNATIONAL, the parent company of the HERMÈS group. HERMÈS INTERNATIONAL granted HERMÈS SELLIER the right to sell a selection of Hermès products over the Internet. HERMÈS SELLIER is the French subsidiary of HERMÈS INTERNATIONAL and has its registered office at 24, rue du Faubourg Saint-Honoré 75008 Paris.

The use of the Hermes.com website and the purchase of any products offered on the Hermes.com website are subject to these Terms and Conditions of Use of the Hermes.com website ("General Terms and Conditions of Use"). The use of the Hermes.com website constitutes your acknowledgment that you have read, understood and accepted without reservation these Terms and Conditions of Use and your consent to the terms of the Privacy Policy for the Hermes.com website (see "Security and Personal Data").

These Terms and Conditions of Use and the Privacy Policy may be updated at any time. The Terms and Conditions of Use and the Privacy Policy applicable at the time of using the Hermes.com website are those you are applicable to you.

We advise you to keep regularly informed of the applicable terms and conditions. You can view the applicable version of the Terms and Conditions of Use or of the Privacy Policy at any time by clicking on the "Terms & conditions" hyperlink.

1. Security - Personal Data – Minimum requirements

The Hermes.com Privacy Policy (see "Privacy Policy") governs the use of any personal information that you agree to provide to HERMÈS INTERNATIONAL on this website. HERMÈS INTERNATIONAL may modify or amend its Privacy Policy at any time as provided in the Privacy Policy.

The Hermes.com website is not intended for use by minors.

As part of the technical requirements necessary to use the Hermes.com website, to create an account or to receive our newsletter, you should have an active e-mail account and a device connected to the Internet that meets the following minimum technical requirements:

i) Internet browser: Internet Explorer version 9.0 or newer with ActiveX, JavaScript and Cookies enabled, or; Mozilla Firefox version 45 or later with enabled Java applets, JavaScript and Cookies, or; Google Chrome version 49 or newer with Java, JavaScript and Cookies applets enabled,

ii) Minimum screen resolution: 1024 x 768 pixels.

The Customer is prohibited from providing unlawful content, such as content that promotes violence, is defamatory or violates personal rights and other rights of third parties.

2. Intellectual Property

All materials featured on the Hermes.com website (drawings, designs, models, illustrations, images, sound tracks, texts, logos, trademarks...) are the exclusive property of HERMÈS INTERNATIONAL or its subsidiaries. You may not reproduce, by any means or process, totally or in part, distribute, publish, transmit, create derivative works based on, modify or sell any such materials contained on the Hermes.com website.

The "Hermès" trademark, the device trademark of a horse and carriage and all other Hermès-related trademarks and logos, whether or not registered, displayed on the Hermes.com website, as well as the domain name "Hermes.com", are and will remain the exclusive property of HERMÈS INTERNATIONAL. Any reproduction, distribution, transmission, modification or use of these trademarks for any purpose whatsoever without prior and express agreement of HERMÈS INTERNATIONAL is prohibited.

You may not remove any copyright (droit d'auteur), trademark or other proprietary notice contained on the Hermes.com website or any content contained therein. You may make a single copy of web pages published on the Hermes.com website for your own private, personal and non-commercial use, provided that any copy of such web pages shall retain all copyright (droit d'auteur) and other proprietary notices contained therein.

3. Linking

The Hermes.com website may contain links to third party websites that are not published or controlled by HERMÈS INTERNATIONAL. Such links are provided as a convenience only and cannot, and may not be interpreted as, an express or implied endorsement of such websites, their content or any products or services offered thereon.

You may only provide a link to the Hermes.com website if expressly authorized in writing by HERMÈS INTERNATIONAL.

4. Limitation of Liability

HERMÈS INTERNATIONAL shall not be liable to you or any third party for any indirect, incidental, special or consequential damages, including, without limitation, loss of profits or other indirect losses, arising out of or in connection with your use or inability to use the Hermes.com website. This limitation of liability shall apply to the fullest extent permitted by law.

5. Disclaimer of Warranty

HERMÈS INTERNATIONAL does not warrant or represent that:

- the Hermes.com website is free from viruses, data overwriting programs, trojan horses or other destructive material;
- the information contained on the Hermes.com website is accurate, complete or up to date.

The Hermes.com website may contain technical inaccuracies or other defects and HERMÈS INTERNATIONAL does not warrant that such defects will be corrected. The Hermes.com website and its contents are provided on an "as is" and "as available" basis.

HERMÈS INTERNATIONAL expressly disclaims all warranties of any kind, including without limitation, any implied warranty regarding the usual conditions of use of the Hermes.com website or the adequacy of the website for a usual or specific use, its quality or compliance with all statutory provisions. This limitation of liability shall apply to the fullest extent permitted by law.

6. Governing law and Jurisdiction

These Terms and Conditions of Use shall be governed by and construed in accordance with French law in accordance with Regulation No. EC 593/2008 of 17 June 2008. These Terms and Conditions of Use are drafted in English. In the event of a discrepancy between the General Terms and Conditions of Use in English and the Terms and Conditions of Use in French, the latter shall prevail.

In the event of dispute related to the use of the Website, you have the option of engaging in a conventional mediation process or any other alternative dispute resolution procedure.

In the event of dispute, in accordance with the provisions of Regulation No. EC 44/2001 of 22 December 2000:

- you may file a claim either before the courts where you are domiciled, or before the French courts,
- HERMÈS INTERNATIONAL and/or HERMÈS SELLIER may file a claim before the courts where you are domiciled.

HERMÈS INTERNATIONAL reserves the right to seek and obtain injunctions or orders to protect its rights hereunder.