



**Terms and conditions of use of the service dedicated to
donations to the benefit of the DEMAIN endowment fund
& Privacy Policy**

I. Terms and conditions of use

Preamble

The purpose of these terms and conditions of use (hereinafter the "ToU") is to define the terms and conditions under which DEMAIN, an endowment fund created on March 16, 2018 in Paris, registered under SIREN No. 884 032 061, having its registered office at 8, rue d'Athènes - 75009 Paris (hereinafter the "Beneficiary") makes available to its donors (hereinafter the "Donor(s)") a donation service (hereinafter "Service") allowing Donors to make a donation (hereinafter "Donation") following a purchase made online on the www.sezane.com and www.octobre-editions.com websites or in a Sézane or Octobre Editions sales outlet, under the terms and conditions further detailed below.

The corporate purpose of DEMAIN is to carry out all concrete actions of general interest of a philanthropic, educational, cultural, social, protective, integration and reintegration nature in favor of men, women and children who are victims of inequality or in situations of precariousness and/or exclusion, and generally, any person in difficulty whose prospects are unfairly limited. These actions, which promote the dignity of the people supported, will be carried out from France, in France or abroad, and in the latter case, with particular attention to the dissemination of French values, culture, language and scientific knowledge, within the limits laid down by the applicable legal provisions (hereinafter the "Missions").

To find out more about DEMAIN and its actions, donors can visit its website:
<https://www.demain-demain.com/>.

The Donor must read these ToU before making any Donation. The Donor certifies that he/she has the power, authority and capacity to enter into and perform the obligations set forth herein. Use of the Service implies the Donor's full and unreserved acceptance of these ToU.

Definitions

Each of the expressions set forth below shall have the following meaning in these ToU:

- Action(s) refers to all initiatives and actions taken by the Beneficiary to carry out the Missions by itself. The Beneficiary may also support and finance any non-profit organization whose management is disinterested and whose non-profit activities fall within its Missions.
- Mobile Application(s) refer(s) to the Sézane and Octobre Editions applications, published by Benda Bili, a French simplified joint stock company with a share capital of €27,386.00, having its registered office at 115 rue du Bac - 75007 Paris, registered with the Paris Trade and Companies Register under number 534 652 854, and whose intra-community VAT number is FR39-534652854; it being specified that the Service will only be offered in the Euro currency countries of these Mobile Applications.
- Beneficiary refers to the DEMAIN endowment fund, registered under SIREN No. 884 032 061, having its registered office at 8, rue d'Athènes - 75009 Paris.
- Sales Outlet(s) refers(s) to Sézane and Octobre Editions sales outlets in France.
- ToU refers to this document, which governs the relationship between the Donor and the Beneficiary.
- Donor(s) refers to any natural person who has made a Donation to the Beneficiary by using the Service.
- Donation(s) refers to any money paid in euros by a Donor to the Beneficiary using the Service, the amount of which is freely determined by the Donor, made without consideration, in a disinterested and irrevocable manner.
- Missions refers to any concrete actions of general interest of a philanthropic, educational, cultural, social, protective, integration and reintegration nature in favor of men, women and children who are victims of inequality or in situations of precariousness and/or exclusion and, generally, any person in difficulty whose prospects are unfairly limited, which may be carried out by the Beneficiary.
- Adyen Giving payment platform refers to the secure payment platform of service provider Adyen, through which the Beneficiary can make a Donation. Adyen B.V. is a company registered in Amsterdam (The Netherlands) under number 34259528, having its registered office at Simon Carmiggeltstraat 6-50, 1011 DJ in Amsterdam, The Netherlands. For further information, the Donor may refer to the following website: <https://www.adyen.com>.
- Service refers to the Donation Service set up by the Beneficiary for Donors and which is the purpose of these ToU. This Service is made available to Donors in the Boutiques, on the Websites and on the Mobile Applications.

Website(s) refers(s) to the www.sezane.com and www.octobre-editions.com e-commerce sites, published by Benda Bili, a French simplified joint stock company with a share capital of €27,386.00, having its registered office at 115 rue du Bac - 75007 Paris, registered with the Paris Trade and Companies Register under number 534 652 854, with intra-community VAT number FR39-534652854, it being specified that the Service will only be offered in the Euro currency countries of these Websites.

Article 1 - Purpose

The Beneficiary offers Donors the opportunity to make a Donation, subject to these ToU, of the amount of their election via the Service at the time of their purchase in the Sales Outlets, on the Websites or on the Mobile Applications.

Any Donation shall be distinct from the purchase made previously in the Sales Outlet, on the Websites or on the Mobile Applications, subject to the Terms and Conditions of Sale (ToS) published by Benda Bili. The Donor acknowledges that the above are two (2) distinct transactions.

Article 2 - Description and Terms of Use of the Service

2.1. Donation made in Sales Outlet

At the time of collection of a purchase made in the Sales Outlets, the payment terminal will suggest to the customer the option of making a Donation to the Beneficiary. The customer may refuse or accept, in which latter case he/she shall become a Donor as defined herein.

The Donor may choose to make a Donation to the Beneficiary of the amount of his/her election or of a predetermined amount, depending on the option selected by the Beneficiary. The amount of each Donation may in no case exceed one hundred and fifty euros (€150).

2.2. Donations Made on Mobile Applications and Websites

Following a purchase made on the Websites and Mobile Applications, the customer will be suggested the option of making a Donation to the Beneficiary of the amount of his or her election or in a predetermined amount, depending on the option selected by the Beneficiary, it being specified that only countries in Euro currency of these Websites and Mobile Applications will offer the Service. The amount of each Donation may in no case exceed one hundred and fifty euros (€150).

The customer may refuse or accept, in which latter case he/she shall become a Donor as defined herein.

2.3. The Donation shall be made via the Adyen Giving Payment Platform. The Beneficiary does not have access to its Donors' payment data, which is transmitted directly to Adyen Giving.

For each transaction, Adyen Giving and the payment issuer's banks shall carry out a transaction analysis to limit the risk of fraudulent behavior. Following this analysis, certain Donations may be blocked. The Beneficiary may not be held responsible for any refusal of a blocked Donation due to suspected fraud.

The Donor expressly acknowledges that the provision of his/her credit/debit card number at the time of the Donation shall constitute authorization to debit his/her account for the amount of the Donation. Where applicable, the Beneficiary will notify the Customer of the cancellation of a Donation for non-payment, at the e-mail address provided by the Donor when registering for the Mobile Applications and Websites.

The data recorded by Adyen Giving shall constitute proof of any financial transaction between the Donor and the Beneficiary.

2.4. All Donations shall be made in Euros and shall be deemed to include all taxes. Donations made by Donors domiciled in France within the meaning of Article 4B of the French General Tax Code may give rise to a tax reduction under the legal conditions applicable at the time of the Donation, subject to obtaining a tax receipt in accordance with tax regulations under the conditions set out in Article 4 hereof.

At the date of publication of these ToU, Article 200 of the French General Tax Code provides that Donations shall entitle the donor to an income tax reduction equal to 66% of the amount paid, up to a limit of 20% of the donor's taxable income.

The Donor is invited to contact the tax authorities to find out about his or her rights and the scope and terms of any tax benefits. The Beneficiary shall not be held liable in respect of any tax benefits.

2.5. The Donor hereby acknowledges that the Beneficiary cannot anticipate any potential changes in legislation. It is therefore the Donor's responsibility to keep himself/herself regularly informed of any changes, without any possible remedy against the Beneficiary, should the Beneficiary not obtain the tax reduction for which the Donation was made.

2.6. For Donations made by Donors not domiciled in France within the meaning of article 4B of the French General Tax Code, Donors should contact their local tax authorities for further information. The Beneficiary will only be able to issue tax receipts, in compliance with French law, as referred to in Article 4 hereof.

2.7. The Donor hereby acknowledges that the Beneficiary cannot anticipate any potential changes in legislation. It is therefore the Donor's responsibility to keep himself/herself regularly informed of any changes, without any possible remedy against the Beneficiary, should the Beneficiary not obtain the tax reduction for which the Donation was made.

2.8. Donations are irrevocable. They are not subject to the legal right of withdrawal and cannot be reimbursed or compensated in kind. Thus, any withdrawal, cancellation, resolution, or more generally, the annihilation of the sale previously made in the Sales Outlet or on the Websites or Mobile Applications, for any reason whatsoever, shall have no effect on the Donation, which the Donor may not obtain the return of.

2.9. Donations do not give rise to any consideration and shall be made in a disinterested manner.

Article 3 – Price for Service

There is no charge for using the Service.

Article 4 - Tax Receipt Management - France Only

4.1 Only Donations made by a Donor whose tax domicile is located in France and whose cumulative amount exceeds five Euros all taxes included (€5 all taxes included) may be the subject of a tax receipt upon the Donor's express request to DEMAIN.

4.2 The Beneficiary shall set up a system for issuing tax receipts that complies with French tax regulations, and a system for verifying the conformity of the data on the Donation receipt.

4.3 The issue of a tax receipt shall not be automatic. If the Donor wishes to receive a tax receipt, he/she must make a specific request by sending an e-mail to the following address: demain.appeldu21@gmail.com. This request can be made from the moment the Donation is made until April 30 of the following year, and shall include the following information:

- contact details (first and last name, full address, e-mail and telephone number),
- amount and date of the Donation,
- type of credit card used to make the Donation, the three security figures on the back of your credit card and its expiry date.

If the Donor has made several Donations, the Donor must provide the information indicated above for each of his/her Donations.

The Donor shall be solely responsible for the accuracy of the information provided, and shall be liable to the Tax Authorities for any errors in the information provided, whether deliberate or accidental.

4.4 If the Donor's request concerns several Donations made during the same calendar year, he/she shall receive a sole tax receipt for all these Donations.

4.5 The Donor may request a duplicate tax receipt by e-mail to demain.appeldu21@gmail.com.

4.6 The Beneficiary reserves the right, at its own discretion, not to issue tax receipts in the event that the Beneficiary is unable to trace the Donation internally, in order to avoid any future difficulties with the French Tax Authorities. The Beneficiary also reserves the right, at its own discretion, to set a maximum on Donations for which a tax receipt is requested.

Article 5 - Donor Commitments and Responsibilities

5.1 The Parties undertake to comply with all provisions hereof.

5.2 The Donor undertakes not to use the Service in intentional or unintentional breach of any applicable national or international law or regulation as well as any legal deed and any other rules having the force of law.

The Donor undertakes not to interfere with the use and enjoyment of the Service by other users and not to use the Service to transmit viruses or other harmful programs.

5.3 The Donor is and will remain exclusively and fully responsible for the data he/she enters and sends.

5.4 In the event of obvious fraud, the Beneficiary reserves the right to contact competent authorities to take any action required to defend his or her interests.

5.5 The Beneficiary undertakes to carry out the Actions to perform its Missions.

Article 6 - Intellectual Property

6.1 The use of the Service does not confer any right of ownership or use to the Donors in respect of any trademarks and/or logos of DEMAIN and/or Sézane and/or Octobre Editions, which remain the property of their owners.

6.2 The Donor undertakes not to infringe the logos, trademarks and other intellectual property of DEMAIN and/or Sézane and/or Octobre Editions and/or relating to the Service.

Article 7 - Personal Data

7.1 The data collected in connection with the Service is recorded in a computerized file by the Beneficiary, who shall be responsible for its processing.

7.2 This data is used by the Beneficiary and third parties appointed by the Beneficiary to provide the Service and, where applicable, to issue and send tax receipts to Donors.

The Beneficiary may be required to disclose information and data relating to the Donor in cases where it is required to do so by law, in connection with legal proceedings, or upon request of an administrative or public authority.

7.3 Donor Data shall not be stored longer than is strictly necessary for the purposes set out herein, in accordance with applicable laws and regulations.

7.4 The Beneficiary does not transfer data outside the European Union. Data is not rented, exchanged or sold to third parties.

7.5 The Beneficiary shall take all measures to ensure the protection and confidentiality of the information or data it holds and/or processes in accordance with legal provisions.

7.6 In accordance with the French Data Protection Act of January 6, 1978, as amended by Law No. 2004-801 of August 6, 2004, and European Regulation 2016/679, you have a right of access, deletion and rectification over your data by sending us an e-mail to demain.appeldu21@gmail.com. To find out more about your rights and the management of your data, you may refer to the privacy policy available following the ToU.

7.7 You may also send an e-mail to the following address: demain.appeldu21@gmail.com or lodge a complaint with the CNIL.

Article 8 - Miscellaneous provisions

8.1 The Beneficiary reserves the right to adapt or amend these ToU at any time. The version of the ToU applicable to a Donation shall be that displayed in the Sales Outlets, on the Websites and on the Mobile Applications at the time of the Donation. It is the Beneficiary's responsibility to download the ToU onto a long-term storage medium.

8.2 If one or more of the provisions of these ToU are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of a competent court, the remaining provisions shall retain all of their force and scope.

8.3 No tolerance, omission or late action on the part of the Beneficiary shall be construed as a waiver of its rights under these ToU.

8.4 These ToU shall be governed by French law. The choice of French law shall not, however, deprive a Donor residing outside of France of the application of the mandatory and protective provisions of the law of the country in which the Donor has his or her habitual residence, provided that the Beneficiary directs his Service to that country. Any dispute arising in connection with the Service shall be referred to the competent court within the jurisdiction of the Paris Court of Appeals.

8.5 Any complaint or question relating to the use of the Service shall be sent by the Customer by e-mail to demain.appeldu21@gmail.com.

Effective date: October 23, 2023

II. Privacy Policy

In order to allow its Donors to benefit from the Service and make a Donation, the Beneficiary collects personal data belonging to its Donors (hereinafter the "Data").

Words beginning with a capital letter shall have the same definition as in the Terms of Use.

The purpose of this Privacy Policy is to inform Donors of the means used to collect, consult, process and store Donor Data.

DEMAIN, in its capacity as data controller, undertakes to comply with the provisions of the Regulation on the protection of individuals with regard to the processing of personal data and on the free movement of such data No. 2016/679 of the European Parliament and of the Council of April 27, 2016 and of French law No. 78/17 of January 6, 1978, as amended (hereinafter the "Data Protection Law").

The Donor is informed that certain Data must be collected by DEMAIN in order to be able to offer its Service. If the Donor does not wish to provide this data, the Donor will not be able to use the Service.

This Privacy Policy (hereinafter the "Policy") may be amended at any time by DEMAIN, in particular in order to comply with any regulatory, jurisprudential, editorial or technical developments. The Donor must read this Policy before making any Donation. Use of the Service implies full and unreserved acceptance of this Policy.

1. The Data Controller

The data controller, who collects the personal data and implements the Data processing, is :

DEMAIN, an endowment fund created on March 16, 2018 in Paris, registered in the SIREN register under number 884 032 061, governed by article 140 of law No. 2008-776 of August 4, 2008 on the modernization of the economy, decree No 2009-158 of February 11, 2009 and decree No. 2015-49 of January 22, 2015 relating to endowment funds, having its registered office at 8, rue d'Athènes - 75009 Paris (hereinafter the "Data Controller").

For the purposes of this Policy, the terms "Process" or "Processing" shall refer to any operation or set of operations applied to Data, such as collection, recording, organization, structuring, storage, adaptation or modification, extraction, consultation, use, limitation, deletion or destruction.

The term "Data" refers to any information relating to an identified or identifiable Donor, in particular a name, an e-mail address or one or more specific items.

2. Collection of Personal Data

The Data Controller collects Personal Data from Donors as part of the Donation Service made available to Donors.

The Data likely to be collected is the following:

- **Donor's personal Data:** surname, first name, full postal address, email address and telephone number.
- **Donation Data:** the amount of the Donation and the date on which it was made.
- **Data collected** as part of the exchanges between the Donor and the Processor, in particular for the purpose of issuing the tax receipt, i.e., the Data referred to in the previous bullet point as well as the following bank details: the type of credit or debit card used to make the Donation, the three security figures on the back of the credit or debit card and the expiry date of the credit or debit card.

The Adyen Giving Payment Platform collects Payment Data at the time of the Donation (credit or debit card type, credit or debit card number, expiration date, authorization number, security code). The Data Controller never has access to the payment data collected by the Adyen Giving Payment Platform. This data collection is carried out directly by the Adyen Giving Payment Platform and is subject to their policy. To the extent permitted by applicable law, the Data Controller is not responsible for the practices carried out by the Adyen Giving Payment Platform.

The Beneficiary collects Bank Data only in relation to a tax receipt request issued by the Donor and only in order to verify with the Adyen Giving Payment Platform that the Donation for which it has received a tax receipt request has indeed been made by the Donor on the Adyen Giving Payment Platform.

3. Purpose of Personal Data Collection

The Data collected is processed for the purposes described in the table below.

The regulations in force protect the privacy of Donors and require any data controller to be able to justify a legitimate basis for such processing. Among the legal bases for processing are the following:

- the performance of a contract to which the data subject is a party;
- compliance with a legal obligation;
- the prior consent of the data subject ;
- the legitimate interests of the data controller, in compliance with the rights and freedoms of users.

Purposes of Processing	Data use	Legal basis for processing
Carrying out transactions, particularly payment transactions	Our payment service provider (Adyen Giving Payment Platform) uses information relating to payment methods upon the payment of each Donation. This data may also be used to prevent fraud upon payment and/or to manage outstanding payments subsequently.	Contract performance
Issue a tax receipt or exchanges with the department responsible for tax receipts	Data is used to interact with Donors and issue tax receipts. To this end, exchanges between the department in charge of tax receipts and the Donor by e-mail, telephone, SMS or chat may be recorded in order to improve the quality of exchanges. The Donor may object to this at any time.	Compliance with a legal obligation
Storing duplicate tax receipts	Data is used to meet legal obligations of proof, in particular with the tax authorities.	Compliance with a legal obligation
Send Newsletters on condition that the Donor ticks the acceptance box provided for this purpose at the time of the Donation.	The Data is used to inform Donors of the services, donation campaigns and Actions implemented by the Beneficiary to carry out its Missions.	The legitimate interest of the Data Controller in offering services

DEMAIN does not share any Personal Data for commercial purposes with third parties.

Donors may modify their Personal Data and withdraw their consent at any time by sending an email to demain.appeldu21@gmail.com.

4. DEMAIN Suppliers and Subcontractors

Personal Data may be collected by service providers of DEMAIN acting on their own behalf (hereinafter the "Data Recipient(s)") or by subcontractors, within the meaning of the regulations on personal data, who act on behalf of DEMAIN (hereinafter the "Subcontractor(s)").

The Data Recipients are:

- The Adyen Giving Payment Platform,
- DEMAIN's Statutory Auditors,
- Any police or administrative authority in connection with judicial requisitions concerning the fight against fraud.

The Data Recipients may have access to the Data collected in order to:

- Process Donor payments.
- In particular, to check tax receipts issued by the Data Controller or to respond to any request from a police or administrative authority in connection with judicial requisitions concerning the fight against fraud.

DEMAIN's Subcontractor, within the meaning of the regulations on personal data, is:

- Benda Bili, a French simplified joint stock company with a share capital of €27,386.00, having its registered office at 115 rue du Bac - 75007 Paris, registered in the Paris Trade and Companies Register under number 534 652 854, with intra-community VAT number FR39-534652854,

The Subcontractor, in its capacity as sponsor and host of the Adyen Giving Platform on the Websites and Mobile Applications, as well as during purchases in Sales Outlets, collects Data on behalf of DEMAIN, i.e., the amount of the Donation and the date of the Donation. Personal data concerning the Donor (i.e. surname, first name, full postal address, email and telephone number) are collected by Benda Bili as part of the sale that takes place prior to the Donation and this collection is subject to the privacy policy published by Benda Bili.

5. Donors' Rights Regarding their Personal Data

In accordance with Articles 14 to 22 of the General Data Protection Regulation 2016/679 of April 27, 2016, any natural person using the Donation Service has the right to exercise the following rights:

- a right of access to, rectification and deletion of collected data,
- the right to object to the Processing of your data,
- the right to limit Processing,
- the right to portability of collected data,

- the right to formulate directives relating to the storage, deletion and disclosure of his or her personal data after his or her death in accordance with article 40-1 of the French Data Protection Act (Loi Informatique et Libertés).

Finally, if DEMAIN detects a breach of Data likely to give rise to a high risk for the rights and freedoms of its Donors, it undertakes to inform the Donors concerned as soon as possible and the competent supervisory authority, i.e., in France, CNIL.

The Donor may exercise all such rights by writing to demain.appeldu21@gmail.com or by post to Demain - 8 rue d'Athènes - 75009 Paris.

The Donor must enclose a proof of identity with the request.

In the event of an absence of, or unsatisfactory reply, the Donor may refer the matter to the supervisory authority in his/her country of residence, i.e., in France, CNIL: <https://www.cnil.fr/>

6. Transfer of Personal Data

The Subcontractor transfers to DEMAIN the Donor's personal data (i.e., surname, first name, full postal address, email and telephone number), as well as information about the Donation (date and amount of the Donation).

The purpose of this transfer is to allow DEMAIN to check and/or issue the requests for tax receipts made to it and to verify the concordance between the information provided by the Donor and that transmitted by Benda Bili.

No Data is transferred outside the European Union.

7. Data Retention Period

Donor Data shall not be retained longer than is strictly necessary for the purposes set out herein, in accordance with applicable laws and regulations. In this respect, duplicates of tax receipts shall be stored by the Data Controller for a period of six (6) years from the date on which they were issued. The Donor's Data shall be deleted when the retention periods expire.

Nevertheless, certain Data may be archived beyond the periods specified for the purposes of researching, ascertaining and prosecuting criminal offences, for the sole purpose of making such data available to the judicial authorities, where necessary.

Archiving implies that the Data will be anonymized.

8. Security Measures for Personal Data Collected

In its capacity as Data Controller, DEMAIN undertakes to take all necessary precautions to protect the security and confidentiality of the Data and, in particular, to prevent it from being altered, distorted or accessed by unauthorized third parties.

All Data is hosted in France or in the European Union.

9. Payment service providers

Donations are paid via the Adyen Giving Payment Platform.

Adyen B.V. is a company registered in Amsterdam (The Netherlands) under number 34259528, having its registered office at Simon Carmiggeltstraat 6-50, 1011 DJ in Amsterdam, The Netherlands. For further information, the Donor may refer to the following website: <https://www.adyen.com>

DEMAIN has in no case access to the payment data collected by the Adyen Giving Payment Platform.

The Donor may elect to save his/her payment card details. This data is not stored by Demain or Benda Bili but by the Adyen Payment Platform. The Donor may modify or delete these bank details at any time by logging on to his/her Sézane and/or Octobre Editions customer account.

Policy effective date: October 23, 2023