

CONDITIONS OF USE FOR XELLISS.com

For customers

Last updated September 1st 2020

Welcome to XELLISS.com

XELLISS, provides products and services when you visit XELLISS.com (the "Website"), make purchases on the Website, use XELLISS devices, products and services, use XELLISS mobile applications, or use software provided by XELLISS in connection with all of the above (hereinafter collectively referred to as "XELLISS Services").

CONDITIONS OF USE

Please read these conditions carefully before using XELLISS Services. By using XELLISS Services, you agree to be subject to these conditions. We offer a wide range of XELLISS Services, and additional conditions may apply. If these Conditions of Use conflict with the Conditions of Service, the Conditions of Service will prevail.

1. ELECTRONIC COMMUNICATIONS

When you use any XELLISS Service or send us e-mails, SMS or other communications from your landline or mobile devices, you are communicating with us electronically. We will communicate with you electronically by various means, such as by e-mail, SMS, in-app push notifications or by posting e-mails or communications on the Website or through other XELLISS Services. For contractual purposes, you acknowledge that all agreements, information, disclosures and other communications that we send to you electronically satisfy all legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

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6. YOUR ACCOUNT

You may need a personal XELLISS account to use certain XELLISS Services, such as access to the shopping cart, and you may be required to log in to the account and have a valid payment method associated with it. If you have any problems using your selected payment method, we may use any other valid payment method associated with your account.

If you use any XELLISS Service, you are responsible for maintaining the confidentiality of your account and password, for restricting access to your computer and other devices, and to the extent permitted by applicable law, you agree to be responsible for all activities that occur under your account or password. You must take all necessary steps to ensure that your password remains confidential and secure, and must notify us immediately if you have any reason to believe that your password is known to anyone else, or if the password is being used or is likely to be used in an unauthorised manner. You are responsible for the validity and completeness of the information you have provided us with, and must notify us of any changes to that information. You can access your information in the "Your Account" section of the website. Please refer to our "Help" pages relating to the protection of your personal information to access your personal information.

You must not use any XELLISS Service: (i) in a way that would cause, or would be likely to cause, interruption, damage, or alteration of a XELLISS Service, or (ii) for fraudulent purposes, or in connection with a crime or illegal activity, or (iii) to cause distress, nuisance, or anxiety.

We reserve the right to deny access, terminate accounts, remove or edit content if you are in violation of applicable laws, these Conditions of Use or any other XELLIS terms, conditions, guidelines or policies.

7. OUR LIABILITY

In its dealings with professionals, XELLISS is not liable for (i) losses that were not caused by our fault, or (ii) commercial losses (including loss of earnings, profits, contracts, expected savings, data, customers or superfluous expenses), or (iii) any indirect or consequential losses that were not foreseeable by you and by us when you started to use the XELLISS service.

We shall not be liable for any delay or impossibility for you to comply with your obligations under these conditions if the delay or impossibility results from a cause beyond our reasonable control. This condition does not affect your legal right to receive the products sent and services provided within a reasonable time, or to receive a refund if the products or services ordered cannot be delivered within a reasonable time due to a cause beyond our reasonable control.

The laws of some countries do not allow some of the limitations listed above. If these laws are applicable to you, some or all of these limitations do not apply to you, and you may have additional rights.

Nothing in these conditions is intended to limit or exclude our liability for fraud, or for death or personal injury caused by our negligence or gross negligence.

8. GOVERNING LAW

These Conditions of Use are subject to Luxembourg law (with the exception of its provisions concerning conflicts of law), and the application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded. If you are a consumer and your habitual residence is in an EU country, you also have rights protecting you under the mandatory provisions of the law applicable in your country of residence. We both agree to submit all disputes arising from the commercial relationship between us to the non-exclusive jurisdiction of the courts of the city of Luxembourg, which means that, for the purposes of these Conditions of Use, you may bring an action to enforce your rights as a consumer in Luxembourg or in the European Union country in which you reside. The European Commission provides an online dispute resolution platform which you can access here: <https://ec.europa.eu/consumers/odr/>. If you wish to draw our attention to a specific issue, please contact us.

9. MODIFICATION OF SERVICES OR CONDITIONS OF USE

We reserve the right to make changes to any XELLISS Service, our procedures, terms and conditions, including these Conditions of Use at any time. You are subject to the terms and conditions, procedures and Conditions of Use in effect at the time you use XELLISS Services. If any provision of these Conditions of Use is deemed invalid, void, or unenforceable for any reason, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

10. WAIVER

If you breach these Conditions of Use and we fail to take action, we will still be entitled to use our rights and legal recourse in all other situations in which you breach these Conditions of Use.

11. MINORS

We do not sell products to minors. We sell children's products for purchase by adults. If you are under the age of 18, you may only use a XELLISS service under the supervision of a parent or guardian. Offers of products containing alcohol are intended for adults. You must be at least 18 years of age to purchase alcohol or use any alcohol-related item on the Site.

12. OUR CONTACT DETAILS

The XELLISS.fr website belongs to and is maintained by XELLISS.
XELLISS, 35 avenue John F. Kennedy, L-7327 STEINSEL, LUXEMBOURG
Share capital: € 31,000
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