



GENERAL TERMS AND CONDITIONS OF USE OF THE EXTIME.COM PLATFORM

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Preamble

AÉROPORTS DE PARIS is a French public limited company with share capital of 296,881,806 euros (two hundred and ninety-six million eight hundred and eighty-one thousand eight hundred and six euros), whose registered office is located at 1, Rue de France 93290 Tremblay-en-France, registered under SIREN number 552 016 628 in the Bobigny Trade and Companies Register, and whose Intra-Community VAT number is FR 33552016628 (hereinafter referred to as “Paris Aéroport”).

Paris Aéroport operates on its extime.com website (hereinafter the “**Hosting Site**”) an online sales platform service (hereinafter the “**Extime Marketplace**”), of which it is the manager.

The Extime Marketplace consists of a set of tools enabling Sellers operating one or more commercial units at the airports belonging to Paris Aéroport and registered on the Extime Marketplace to list and market its products and services (hereinafter the “**Products**”) to visitors to the extime.com Hosting Site (hereinafter the “**Customers**”).

As part of the operation of the Extime Marketplace, Paris Aéroport (hereinafter the “**Extime Marketplace Operator**”) operates a technical intermediation platform enabling Customers, users of the Hosting Site, to access lists of Products offered for sale on the Extime Marketplace by Sellers. Paris Aéroport makes the Extime Marketplace service available to Customers and Sellers, but is not a party to any of the transactions between the Customers and the Sellers, which are subject to the Seller’s General Terms and Conditions of Sale.

Except for paperless or immediate Products, the Extime Marketplace is based on a “**Click and Collect**” mechanism, i.e. the order and payment will be made online and the delivery of the ordered Products will be made physically at a collection point of the Seller for the relevant airport.

The use of the Extime Marketplace requires prior acceptance of the general terms and conditions of use of the parisaeroport.fr website – <https://www.parisaeroport.fr/passagers/c-g-u> – and [Extime - General Terms and Conditions](#) (hereinafter, the “**General Terms and Conditions of Use of the hosting site**”) or, where applicable, the general terms and conditions of use of the Paris Aéroport application available directly from the application in the Legal Notices section and these General Terms and Conditions of Use.

The General Terms and Conditions of Use are made available to Customers on the extime.com website, where they are directly viewable and enforceable against the Customer, who acknowledges, in general by using the Extime Marketplace and in particular by clicking “*Confirm my basket*”, having read and accepted them before placing an order. The validation of the order by its confirmation implies the Customer’s adherence to the General Terms and Conditions of Sale.

Paris Aéroport reserves the right to change its General Terms and Conditions of Use at any time.

Should the General Conditions of Use be changed, the General Conditions of Use applicable are those in force on the date of the order.

Article 1 – Definitions

Customer(s) or Buyer(s): consumer(s) who buy(s) Products from Seller(s) on the Extime Marketplace platform of the Hosting Site.

ADYEN: company providing payment services for the Extime Marketplace.

Partner Shops: Sales areas located at the airports of AEROPORT DE PARIS

Bank Card: any card issued by a credit institution or financial institution that is a member of the GIE Cartes Bancaires (CB Bank Card Group), used to make a remote payment.

Electronic Wallet: the Alipay and WeChat Pay digital payment solutions, which can also be used to make a remote payment.

Click and Collect: The process and all the related means relating to the collection by the Buyer, upon arrival at the airport, of any order placed on the Extime Marketplace with one or more Sellers.

Email or electronic mail: a message sent to the email address provided by the Buyer on the Registration Form.

Extime Marketplace: technical intermediation platform connecting the Seller and Buyers with a view to concluding sales contracts for Products on the Hosting Site.

Extime Marketplace Operator: Aéroports de Paris (Bobigny Trade and Companies Register 552 016 628) hosting the Extime Marketplace platform.

Product(s): good(s) or service(s) sold online by the Sellers to the Purchasers on the Hosting Site.

GDPR Regulation: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Reservation: any order for Products by the Customer on the Extime Marketplace, and confirmed by the Seller(s). The order is confirmed when the Customer receives the confirmation email, mentioned in article 3 below.

Hosting Site: means the online sales Hosting Site, as well as the mobile application for consumer and professional Buyers available at the URL www.extime.com.

Seller(s): professional(s) who have an authorised commercial activity at the airports and offer Products for sale on the Extime Marketplace to Customers.

Party: the Customer or Paris Aéroport individually; “the Parties” refers to the Customer and Paris Aéroport collectively.

The terms set out above have the same meaning whether they are used in the singular or plural.

Article 2 – Marketplace Service

2.1 The Customer Account

The use of the Extime Marketplace is reserved for natural persons, over the age of 18, with the legal capacity to incur expenses alone.

The use of the Extime Marketplace service requires the Customer to open a personal account (hereinafter the “**Customer Account**”) in which the Customer enters his login details and, if applicable, if he is an Airport Staff member.

The Customer is responsible for the validity and completeness of the information he provides when creating his Customer Account. He is also responsible for updating this information.

The Customer is responsible for maintaining the confidentiality of the information contained in his Customer account, for restrictions on access to the device used to access the Extime Marketplace and, to the extent permitted by French law, agrees to be responsible for all activities that have been carried out from his account or through the use of his password. In this sense, the Customer is invited to take all measures to ensure the confidentiality of the information contained in his Customer Account.

In the event of fraudulent or abnormal use of his Customer Account, the Customer has the right to notify the Extime Marketplace Operator in order to block or delete the Customer Account. Furthermore, the Extime Marketplace

Operator has the unilateral right to suspend or delete a Customer Account whose activity could violate the applicable laws and the provisions of these General Terms and Conditions of Use. In this case, the Products that have already been purchased by the Customer on the Extime Marketplace will however be made available to him under the usual conditions, unless an error or fraud is likely to result in the cancellation of the sales contract concluded between the Customer and the Seller.

2.2 Operation of the Marketplace Service

The Extime Marketplace enables Sellers to list, offer and sell Products to Customers. The information relating to each Product, the identity of the Seller and the provisions applicable to the sale appear on the page dedicated to the Product concerned.

The Marketplace Operator may not be considered a buyer or seller of the Products, unless the Seller is identified as Paris Aéroport. Apart from this specific case, the Marketplace Operator is not a party to the sales contract concluded between the Customer and the Seller. The Marketplace Operator is also neither the agent nor the proxy of the Sellers.

The Extime Marketplace enables the Customer to order products online and physically collect them from the collection points offered by Sellers at the relevant airport.

2.3 Product presentation terms

The Seller freely decides, within the limits provided by the Law, the applicable regulations and the provisions of the Merchant Agreement entered into with the Extime Marketplace Operator, on the Products it wishes to offer on the Extime Marketplace.

The Product offers made by Sellers are only hosted on the Extime Marketplace and are published only under the direction of the Seller, which can be contacted by the Customer on the corresponding Seller page. The Products offered for sale by the Seller are ranked according to the different categories of Products by universe (e.g. beauty, cellar, gastronomy, services, etc.).

When a Customer uses the Extime Marketplace's internal search engine, the default ranking criterion is the relevance to a Customer's search. The Customer may then change the ranking by selecting a different sorting criterion according to price ("from cheapest to most expensive" or "from most expensive to cheapest"), and if available the success of the Products ("best-selling").

In order to show the selection of the offers present on the Extime Marketplace most suited to a Customer's search, various parameters relating to the Seller's offer are taken into account by the search engine algorithm:

- A first criterion determines the appearance in the ranking of the Products: semantics. As a result, only Product sheets that, in their title, description and content, match the Customer's search will be included in the ranking.
- The availability of the Products and the degree of enrichment of the Product information (such as the product images) also determine the appearance in this ranking.
- Lastly, the popularity of the Products also influences the default ranking of the Products: a product viewed and sold many times will appear before less popular Products in order to present as a priority to the Customer the corresponding Products most highly rated by other Customers.

Article 3 – Placing an order

3.1 Order placement terms

The use of the Extime Marketplace is reserved for consumer Customers, to the exclusion of any professional merchant customers. As such, the Seller reserves the right to not supply the Products ordered if the quantities ordered do not correspond to strictly personal use or in the event of suspected fraud. In addition, the Seller reserves the right to refuse the placement of an order by the Customer on the Extime Marketplace in the event of incorrect

or incomplete information being provided by the Customer and in the event that the products ordered are no longer available.

Customers wishing to place an order must provide the information relating to their departure flight. As an exception to the foregoing, Airport Staff are only required to communicate their collection airport.

This information may be amended at any time during navigation on the Site. However, the Customer is informed that he is bound by this choice once the order has been confirmed with a view to collecting his order at the collection point.

If the Customer's flight or the choice of collection airport provides entitlement to the Click and Collect service, the Customer chooses the Product(s) of his choice by clicking "*Add to basket*". At any time, the Customer may obtain a summary of the Product(s) he has selected or amend them by clicking "*Basket*", continue his selection of Products or order the Product(s) by clicking "*Confirm my order*".

Before paying for his order, the Customer must log in or create his customer account via the Customer Account interface. The order will be confirmed once the Customer has been identified, the payment made and confirmed, and the order accepted by the Seller.

A Reservation Confirmation Email will be sent to the Customer using the email address entered in the Customer Account. The Email will include the confirmation of the Reservation and its payment, a summary of the products and the reservation number enabling the order to be collected at the place indicated for the relevant airport or terminal.

If the reservation confirmation is lost or forgotten, the Customer can find it at any time from his Customer Account, in the "*My Purchases*" section.

3.2 Product availability

Depending on the Customer's departure terminal and reservation window before his trip, a catalogue of products available at the time of Booking will be offered to him. As the Products offered for sale by the Sellers are limited in number, the placement of orders by the Customer is understood to be limited to available stocks. The Customer is informed that only the email confirming that his order is ready to be collected constitutes confirmation of the availability of the Products.

If the Products ordered by the Customer are not available, in whole or in part, the Seller will inform the Customer by telephone or email as soon as possible.

In the event of complete unavailability of the Products ordered by the Customer, the Seller will cancel the order and refund the sums paid by the Customer.

In the event of the unavailability of certain Products ordered, the Customer's order will be maintained, the Customer may collect the available Products and the Seller will reimburse the Customer for the price of the unavailable Product(s).

3.3. Modification of a Reservation

A Reservation may not be changed. The Customer may, however, cancel his original Reservation in accordance with the cancellation conditions described in article 3.4. and complete a new reservation, subject to the availability of the Products when making the new Reservation.

3.4. Cancellation of a Reservation

The Customer may cancel his Reservation, from his Customer Account, under the "*My purchases*" section on the Hosting Site, as long as the order has not been prepared by the Seller, at no cost. He will then receive a full refund of the price paid. This refund will be transferred to the account associated with the bank card or the electronic wallet used to make the payment, no later than 48 hours following the cancellation.

The Customer may not cancel his Reservation from his customer space once the order has been prepared by the Seller. He must then contact the Seller's Customer Service Department to request the cancellation of his order. The contacts of each Seller's Customer Service Departments are provided on the Sellers' descriptive pages on the Hosting Site.

Article 4 – Withdrawing an order

4.1 Order withdrawal terms

It is specified that the Products ordered may not be delivered by post.

The Customer may collect an order confirmed by the Seller, on the dates and places indicated in the confirmation email, namely on the day of his flight at the Partner Shop or, in the case of Airport Staff, at the place indicated in the confirmation email.

If the Customer does not collect the order, the order will be cancelled by the Seller, who will refund the sums paid by the Customer within 10 days of the initial date of the flight indicated when ordering.

In the specific case of an order placed by an Airport Staff member, the Customer has a period of twenty-one (21) days to collect his order from receipt of the email informing him that his order is ready. After this period, the order will be cancelled and the Seller will refund the sums paid by the Customer within the same period.

To collect his order, the Customer must go to the collection point, with a valid identity document, the order number appearing on his order confirmation email and his travel ticket(s) (boarding pass(es)).

In the specific case of a reservation by an Airport Staff member, the Customer does not have a boarding pass to show. However, he must show his Airport Identification Card, his Professional Activity Permit or a certification demonstrating that he has authorisation to carry out activity at the airport.

Staff at the collection point are required to check the last name and first names of the person shown on the identity document, his age, the transport ticket(s), activity permit or airport identification card. The Seller reserves the right to refuse to issue an order to any person who does not meet these conditions. The order will then be cancelled and refunded by the Seller to the account used for the online payment of the initial order.

The Customer must sign an order handover slip. This slip constitutes proof of delivery by the Seller of the Products ordered to the Customer. Once the slip has been signed, the completion of the delivery by the Seller results in the completion of the sale. At the time the Customer physically takes possession of the Products, the transfer of risks and ownership attached to the Product(s) sold is carried out.

The Customer is required to check the apparent condition of the parcel and the Products it contains when collecting his order in order to ensure the conformity of the Products.

In the event of an anomaly relating to the parcel (damaged parcel, open parcel, trace of liquid, etc.) or the Product(s) ordered (missing or damaged Product(s)), the Customer is invited to inform the collection point staff and, where applicable, to refuse delivery of the Product by indicating the reason on the delivery slip.

The places, days and opening times of each collection point are indicated on the descriptive page of each Seller on the Extime Marketplace.

4.2 Export control – Customs regulations

The Customer agrees not to export, re-export or transfer any Products purchased on the Extime Marketplace to any country, individual, company, organisation or entity for which such export is restricted or prohibited by law.

For example, economic sanctions and embargoes imposed by the European Union, the United Nations, the United States Departments of State, Treasury or Commerce and other governmental authorities (such as embargoes

placed on specific countries or economic sanctions close on individuals or companies for terrorism or money laundering offences) may prohibit the Customer from taking and/or sending Products purchased on the Extime Marketplace in other countries. The Customer therefore undertakes, in the event that he is subject to such restrictive measures (sanctions), not to purchase Products on the Extime Marketplace.

Products purchased on the Extime Marketplace by Customers and required to be exported or sent outside the European Union by the Customer, in accordance with the foregoing provisions, may give rise to import obligations and taxes by the local customs authorities upon arrival.

The Extime Marketplace Operator, or the Sellers, are not in a position to anticipate or exercise control over the quantum or application of his potential duties and taxes. Any additional customs clearance costs will be borne exclusively by the Customer.

As customs policies vary greatly from country to country, it is advisable for the Customer to contact the local customs department for more information.

Article 5 – Financial provisions

5.1 Pricing and Billing

The Sellers freely define the sale prices of their Products. Prices are stated in euros and include all taxes. The sale price of the Products is as indicated at the time of the Reservation on the order confirmation page.

Any change to the legally applicable tax rate will be immediately reflected in the sale prices of the Products.

The price is payable in full at the time of Reservation.

When collecting his order at the collection point, the Customer will be provided with a receipt by the Seller, constituting an invoice.

5.2 Payment terms

The payment terms operating on the Extime Marketplace are as follows:

- for payments via Bank Card, the price of the Reservation is debited when the order preparation is finalised by the Seller, from the bank account linked to the bank card used when the Reservation is made;
- for payments via Electronic Wallet, the price of the Reservation is debited when the Customer makes the Reservation.

The bank cards and electronic wallets accepted for payment are Carte Bleue, Visa, MasterCard, American Express, China UnionPay, Alipay, WeChat Pay and Apple Pay.

The Customer is notified that the provisions related to the fraudulent use of his Bank Card or Electronic Wallet are those arising from the agreement signed between the Customer and the bank establishment that issues the Bank Card or Electronic Wallet.

Should the payment fail, for any reason, the Reservation is cancelled. The Customer will be informed as soon as possible by email.

Paris Aéroport has entrusted ADYEN, PCI-DSS certified, with the management of remote payments by bank card and electronic wallet. The data transfers made necessary take place under conditions and under specific guarantees to ensure the protection of your personal data. You have the right to access, correct and delete your data. You may also object, subject to providing a legitimate reason, to your data being processed. These rights may be exercised with ADYEN at the following address: 23 RUE TAITBOUT, 75009 PARIS.

No payment data is stored on the Extime Marketplace.

Article 6 – Right of withdrawal

6.1. Provision of a right of withdrawal

If he is an individual who is not a trader, the Customer has the right to withdraw his Reservation, without giving any reason, within fourteen (14) days of handover of the products to the Customer.

The Customer may express his wish to withdraw by contacting the Seller's Customer Service Department. In order for the withdrawal period to be respected, it is sufficient for the Customer to send the communication relating to exercising the right of withdrawal before the expiry of the withdrawal period.

The contacts of each Seller's Customer Service Departments are provided on the Sellers' descriptive pages on the Hosting Site.

The specific terms and conditions for exercising the right of withdrawal by the Customer are described in the General Terms and Conditions of Sale provided by each of the Sellers.

Article 7 – Guarantees

All the Products offered for sale by the Sellers on the Extime Marketplace benefit from the legal guarantees of conformity (as defined in articles L217-4 et seq. of the French Consumer Code) and against hidden defects (as defined in articles 1641 et seq. of the French Civil Code), enabling the Customer to return, free of charge, any Products delivered non-compliant by a Seller or affected by a hidden defect.

The Customer must ensure that the Products delivered to him by the Seller correspond to his order. For any request regarding warranties, the Customer must contact the Seller's Customer Service Department.

The contacts of each Seller's Customer Service Departments are provided on the Sellers' descriptive pages on the Hosting Site. The specific terms and conditions for exercising these rights by the Customer are described in the General Terms and Conditions of Sale provided by each of the Sellers.

Article 8 – Limitation of Liability

The Extime Marketplace Operator undertakes to implement all means at its disposal to enable Customers and Sellers to operate the Extime Marketplace optimally. However, the nature and operation of the internet do not enable the Extime Marketplace Operator to guarantee the permanent availability of the Extime Marketplace and/or the Hosting Site, which may be suspended or limited in order to enable their correction, maintenance and updates. The Customer declares that he is aware of the characteristics and limitations of the internet, in particular its technical performance, the response times for viewing, querying or transferring data and risks related to the security of communications.

As a result, the Extime Marketplace Operator cannot be held liable in general for any damage caused by a limitation or interruption of the Extime Marketplace and of current or future transactions. The same shall apply to the non-performance or poor performance of the services performed by the Extime Marketplace, the cause of which is attributable either to the Customer, including in the event of non-compliance with these General Terms and Conditions of Use, or to an unforeseeable and insurmountable event, or to a third party or a Seller, or which results from a case of force majeure.

The Marketplace Operator cannot be held liable for any delay likely to result in the cancellation of the Customer's ticket, and the cause of which is the receipt of the Products purchased, waiting for or obtaining these Products from the Seller, including any changes to the boarding time or place of the flight arriving at or departing from the airport concerned that is attributable to the airline concerned or the Authority governing air navigation at the airport concerned.

In any event and without prejudice to the foregoing, the liability of the Marketplace Operator will be limited only to direct and foreseeable damage occurring during the use of the Extime Marketplace and in all cases limited to the reimbursement of the sums received by the Marketplace Operator in connection with the service of connecting the Customer and the Seller.

The Extime Marketplace allows access to the offers of Products not offered by the Extime Marketplace Operator and presented by the Sellers to which the Customer may have access from the Hosting Site.

As such, the Extime Marketplace Operator, acting solely as a technical intermediary, is not responsible for the choice of content placed online by the Sellers on the Extime Marketplace.

The information shown on the Extime Marketplace and the Hosting Site may be updated at any time without prior notice to the Customer.

The photos shown on the Hosting Site and the Extime Marketplace are not contractual.

Article 9 – Complaints

9. 1. Making a complaint to the Seller's Customer Service Department

Any request for information, details and complaints relating to a Reservation must be made by the Customer to the Seller's Customer Service Department.

The contacts of each Seller's Customer Service Departments are provided on the Sellers' descriptive pages on the Hosting Site.

Requests for information not related to a Reservation should be addressed in the "Contact Us" section of the Hosting Site, to <https://www.extime.com/paris/contact>

9. 2. Request for additional mediation

The Extime Marketplace Operator is not involved in the conclusion, negotiation or performance of contracts entered into between the Customer and the Seller on the Extime Marketplace and is therefore not required to intervene in any disputes between the Customer and the Seller.

After referring the matter to the Seller's Customer Service Department, and in the absence of a satisfactory response to a complaint within two months, the Customer, if he is a non-professional natural person, may refer the matter to:

- the Extime Marketplace Operator which, in the interest of defending Customers and/or protecting its brand image, reserves the right to conduct mediation as a last resort to resolve any dispute in which an amicable solution between the Customer and the Seller was not able to be reached. In this case, the contact address is adp-clientele@adp.fr.
- the Tourism and Travel ombudsman, whose terms and conditions of referral are available on its website: www.mtv.travel. The contact details of the Tourism and Travel ombudsman are as follows: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17.
- if the Customer is a consumer in the EU, Norway, Iceland or Liechtenstein, he can also use the Online Dispute Resolution (ODR) platform provided by the European Commission to help consumers and traders to resolve their disputes without going to court: ec.europa.eu/consumers/odr. The email address to provide in response to the question "What is the trader's email address?" in the ODR Platform form is adp-clientele@adp.fr.

Article 10 – Applicable law and jurisdiction

10.1 Applicable law

These General Terms and Conditions of Use are subject to French law.

10.2 Prior amicable settlement and attribution of jurisdiction

In the event of a dispute relating to the formation, interpretation and performance of these General Terms and Conditions of Use, the Parties agree to seek an amicable solution. If the dispute is not resolved amicably within 3 (three) months of the first request of one of the Parties, the latter shall submit the dispute to the Court of Justice of Bobigny for assessment.

Article 11 – Personal data

In accordance with European Regulation No. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and Law No. 78-17 of 6 January 1978, as amended, in relation to computing, data files and civil liberties, the Customer is informed that Personal Data may be collected and processed by the Marketplace Operator.

Paris Aéroport ensures the security and confidentiality of personal data transmitted by Customers by implementing enhanced data protection through the use of physical and logical safeguarding methods.

11.1. Personal data concerned and purposes for which it will be used by the Parties

In addition to the processing of Personal Data outlined in the General Terms and Conditions of Use of the website <https://www.parisaeroport.fr/passagers/c-g-u> and to ensure that the service is correctly performed, Paris Aéroport is required to process the following Personal Data:

- title, last name, first name, age, telephone number, email address, Reservation date, Reservation number, flight number
- proof of activity for Airport Staff

For the following purposes:

- sending the reservation number enabling the collection of the Products;
- management of the reservation contract by the Sellers;
- the safety of the Products and people, including the fight against theft and fraud;
- dispute management

They are kept for 36 months. The Processing is justified by the performance of these General Terms and Conditions of Use and by the legitimate interest pursued by Paris Aéroport in connection with the operation of the Extime Marketplace.

11.2. Contact details of the Data Controller and the Data Protection Officer for data belonging to Paris Aéroport and the Parties

In accordance with the regulations, the Customers have a right of access, rectification, erasure and portability of their personal data, as well as the right to restriction of processing.

The Customer may also indicate what he would like to happen to his personal data in the event of death.

These rights can be exercised by contacting the Data Protection Officer by post or email accompanied by proof of identity of the data subject, using the following addresses:

- by email: informatique.libertes@adp.fr -
- by post:

Délégué à Protection des Données
1, rue de France
93290 Tremblay-en-France, France

If, after contacting the Data Protection Officer, the Customer considers that his rights have not been respected, he may lodge a complaint with the French Data Protection Authority (CNIL).

Article 12 – Photo credits

Photo credits: © KAREL BALAS

Article 13 – Intellectual property

The trademarks, logos and content of the Extime Marketplace (graphic illustrations, text, etc.) are protected by the Intellectual Property Code and by copyright. The entirety of the Extime Marketplace is governed by French and international legislation on copyright and intellectual property.

All reproduction rights are reserved, including iconographic and photographic representations. The total or partial reproduction and/or representation and/or publication of the Extime Marketplace, in any way and by any means whatsoever, or of one or more elements that comprise it (including the trademarks “Paris Aéroport”, “Extime” or those of the Sellers), is prohibited without the express, prior and written agreement of the Extime Marketplace Operator.

Failure to comply with the aforementioned provision constitutes a breach of intellectual property rights and may incur the perpetrator’s criminal and/or civil liability. The Extime Marketplace Operator reserves the right to bring any legal proceedings against said perpetrator. No hypertext link to the Extime Marketplace may be used without the express prior written consent of the Extime Marketplace Operator.