TERMS AND CONDITIONS OF SALE

Last update date: 16/07/2024

Article 1 - LEGAL NOTICE

This site, accessible at URL ***marmorningstar.com*** (the "Site"), is published by :

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(hereinafter referred to as the "**Operator**").

The Site is hosted by Squarespace Ireland Limited, located at Squarespace House, Ship Street Great, Dublin 8, Ireland, (telephone: +35 31 90 58 59 7*).*

The Director of the publication of the Site is Marvin CUPIF**.**

The Operator can be reached at the following telephone number +33 7 83 22 26 97 and at the following e-mail address ***marmorningstarr@gmail.com.***

Article 2 - GENERAL PROVISIONS RELATING TO THESE GENERAL CONDITIONS

The general conditions of sale (the "**General Conditions of Sale**", or the "**GCS"**) apply exclusively to the online sale of services offered by the Operator on the Website.

The GCS are made available to customers on the Site, where they can be consulted directly, and can also be communicated to them on request by any means.

The terms and conditions of sale are binding on the customer, who acknowledges having read and accepted them before placing an order, by checking a box provided for this purpose. Validation of

the order by its confirmation implies acceptance by the buyer of the GCS in force on the day of the order, which are kept and reproduced by the Operator.

The General Conditions of Sale are also systematically sent with every order confirmation sent to the customer by the Operator. All customers are therefore deemed to have read and unreservedly accepted all the provisions of the GCS, which will apply to all services provided by the Operator. The GCS shall prevail over any clauses and conditions to the contrary that may appear in the general terms and conditions of purchase or any other document issued by the Customer. In the absence of express acceptance by the Operator, any conditions set by the customer to the contrary will be unenforceable against the Operator. However, the Operator reserves the right to derogate from certain clauses of the GCS, depending on the negotiations conducted with the Customer, by drawing up special conditions of sale (in particular by concluding a contract for the provision of services) to be approved by the Customer.

Article 3 - DESCRIPTION OF SERVICES

The Site is an online sales site for astrology consultation services. These consultations cover many topics of life, with the exception of those requiring the intervention of a qualified professional. These consultations are intended for entertainment purposes and the Operator of this site assumes no responsibility for any decisions made based on these consultations. (hereinafter the "**Service**(s)") open to any individual or legal entity using the Site (the "**Customer"**). The Services presented on the Site are each described in terms of their essential characteristics. The photographs illustrating the Services do not constitute a contractual document. The Services comply with the provisions of current French law.

The Customer remains responsible for the methods and consequences of accessing the Site, in particular via the Internet. Such access may involve the payment of fees to technical service providers such as Internet access providers, which remain the responsibility of the Customer. In addition, the Customer must provide and be entirely responsible for the equipment required to connect to the Site.

The customer acknowledges that he has checked that the computer configuration he is using is secure and in working order.

Article 4 - ORDERS

The order process is in English.

After viewing the service of interest on the "Consultation" page of the Site, the Customer may click on the "Book A Reading Now" button (next to the consultation concerned) in order to schedule an appointment.

They will then be directed to the booking page, which works with *acuity:scheduling*. He will then be able to choose the time of his consultation according to availability at the time of ordering.

Once the time has been selected, this information remains available on the following page while the customer fills in the information required for the consultation and reads and accepts the General Conditions of Sale.

At this stage, they can always modify their choice of the time of their consultation. It is also at this stage of the process that the customer can enter any promo codes. Once this information has been filled in, the customer can validate the order details by clicking on "Pay Now".

You will then be asked to enter your payment details. At this stage, the information relating to his consultation is still displayed and available for double-checking. If the customer wishes to change anything, this is still possible. After filling in the payment details and clicking on the "Pay & Confirm" button, the order is placed.

The customer undertakes to read the General Conditions of Sale in force at the time before accepting them and confirming the terms and conditions and any delivery and withdrawal charges prior to payment of the order. Confirmation of the order implies acceptance of the General Conditions of Sale and forms the contract.

The Customer's attention is particularly drawn to the method of acceptance of the order placed on the Site. When placing an order, the customer must confirm it using the "double-click" technique, i.e. after selecting a consultation, the customer must check and, if necessary, correct the content of the order. All this before validating the order by clicking on "Pay Now". The customer also acknowledges acceptance of these GCS before clicking on the "Pay Now" button. Finally, after checking their details again, they validate their order by filling in their bank details and clicking on the "Pay & Confirm" button. The "double click" constitutes an electronic signature and is equivalent to a handwritten signature. It constitutes irrevocable and unreserved acceptance of the order by the Customer.

Communications and receipts are archived by the Operator on a reliable and durable medium so as to constitute a true and durable copy. These communications and receipts may be produced as proof of the contract. In the absence of proof to the contrary, the data recorded by the Operator on the Internet or by telephone constitute proof of all transactions between the Operator and its customers.

A copy of these General Conditions of Sale as accepted by the Customer will be sent to the Customer by e-mail at the time of confirmation of the Order, so that the Customer may refer to them.

Contractual information relating to the order (including the order number) will be confirmed by e-mail in due course, and at the latest at the time of delivery. The Operator strongly advises the customer to print and/or archive this order confirmation on a reliable and durable medium as proof. A digital receipt will also be made available to the customer by e-mail. The Operator also advises the customer to print and/or archive this receipt on a reliable and durable medium as proof.

Any email sent to the Customer in connection with an order will be sent to the email address used by the Customer to place the order.

The Operator reserves the right not to validate the Customer's order for any legitimate reason, in particular in the event that :

- The Customer does not comply with the General Conditions of Sale in force at the time of ordering;
- The customer's order history shows that sums are still owed for previous orders;
- One of the Customer's previous orders is the subject of a dispute currently being processed;
- The Customer has not responded to an order confirmation request sent to him by the Operator.

The Operator archives contracts for the sale of Services in accordance with applicable legislation. By sending a request to the following address marmorningstarr@gmail.com, the Operator will provide the Customer with a copy of the contract which is the subject of the request.

Any modification of the order by the Customer after confirmation of the order is subject to the agreement of the Operator.

The Operator reserves the right to postpone a consultation in the event of an event preventing him from attending. The customer will then have the option of rescheduling the session or receiving a refund.
He will inform the customer as soon as possible, unless an event of 'force majeure' prevents him from doing so.

The customer may also choose to postpone consultations by sending an e-mail to the Operator.

The information provided by the Customer when placing an order is binding.

Thus, the Operator cannot be held liable in the event that an error in placing the order prevents or delays delivery.

The Customer declares that he/she has full legal capacity to enter into the present General Conditions of Sale.

Article 6 - PAYMENT TERMS AND SECURITY

The Customer expressly acknowledges that any order placed on the Site is an order subject to payment, which requires the payment of a price in exchange for the supply of the Service ordered.

The Customer is hereby informed that the Service cannot be made available until the Operator has received full payment of the sums owed by the Customer.

The Operator uses the ***Stripe*** online payment solution.

Orders can be paid for using one of the following payment methods:

- **Payment by credit card.** Payment is made directly to the secure bank servers of the Operator's bank, and the customer's bank details do not pass through the Site. Bank details communicated at the time of payment are protected by an SSL (Secure Socket Layer) encryption process. In this way, these details are not accessible to third parties.

  The customer's order is recorded and validated as soon as the bank accepts payment.

  The Customer's account will be debited for the corresponding amount only when (i) the details of the bank card used have been verified and (ii) the debit has been accepted by the bank that issued the bank card.

  Failure to debit the amounts due will result in the immediate nullity of the sale.

  In particular, the credit card may be refused if it has expired, if it has reached the maximum spending amount to which the Customer is entitled, or if the data entered is incorrect.

Where applicable, the order validated by the Customer will not be considered effective until the secure bank payment center has given its approval of the transaction.

As part of the control procedures, the Operator may have to ask the customer for all the documents required to finalize the order. These documents will not be used for any other purpose.

Article 7 - PRICE PAYMENT

The price of the Services in force at the time of the order is indicated in euros excluding taxes (HT) on the Site. In the event of a promotion, the Operator undertakes to apply the promotional price to all orders placed during the period in which the promotion is advertised.

The price is payable in euros (€) only.

The price is payable in full once the order has been confirmed. The prices quoted include any discounts and rebates that the Operator may grant.

The total amount due by the Customer and its details are shown on the order confirmation page.

Article 8 - RIGHT OF WITHDRAWAL

The Customer will benefit from a withdrawal period of fourteen (14) calendar days from the conclusion of the contract, in accordance with article L. 221-19 of the French Consumer Code.

If the customer wishes the performance of a service to begin before the end of the withdrawal period, the Operator will receive the customer's express request by any means.

Customers who have exercised their right of withdrawal for a service whose performance has begun, at their express request, before the end of the withdrawal period, shall pay the Operator an amount corresponding to the service provided up to the communication of their decision to withdraw; this amount is proportionate to the total price of the service agreed in the contract (and will therefore be equal to the total price of the service if the entire service has been provided).

No sum is due by the Customer who has exercised his right of retraction if his express request has not been received or if the Operator has not complied with the obligation to provide information set out in 4° of article L. 221-5 of the French Consumer Code.

In accordance with article L.221-21 of the French Consumer Code, and in order to implement this right of withdrawal under the conditions of articles L. 221-18 et seq. of the French Consumer Code, the Customer is invited to complete and send to marmorningstarr@gmail.com the standard withdrawal form available by clicking on the link below ***https://entreprendre.service-public.fr/vosdroits/R38397*** .

The Operator will acknowledge receipt of the Customer's withdrawal request by e-mail.

Where applicable, the Customer may exercise his right of withdrawal by notifying the following information to the Operator:

- name, address, telephone number and e-mail address ;

- decision to withdraw by means of an unambiguous statement (e.g. letter sent by post, fax or e-mail, where these details are available and therefore appear on the standard withdrawal form). The Customer may use the model withdrawal form, but is not obliged to do so.

The exceptions set out in article L.221-28 of the French Consumer Code apply and preclude the exercise of the right of withdrawal, particularly if the order consists of a contract (notably) :

1° Supply of services fully performed before the end of the withdrawal period and whose performance has begun after the consumer's express prior agreement and express waiver of his right of withdrawal;
2° The supply of goods or services whose price depends on fluctuations in the financial market beyond the control of the trader and which may occur during the withdrawal period;
8° Maintenance or repair work to be carried out urgently at the consumer's home and expressly requested by the consumer, within the limit of spare parts and work strictly necessary to respond to the emergency;
11° Concluded at a public auction ;
12° The provision of accommodation services, other than residential accommodation, goods transport services, car rental, catering or leisure activities which must be provided on a specific date or at a specific time;
13° The supply of digital content not provided on a tangible medium, the performance of which has begun after the consumer has given his express prior consent and expressly waived his right of withdrawal.

The Operator will reimburse the Customer the sums due within fourteen (14) days of receipt of all the information required to implement the Customer's reimbursement. This refund may be made by the same means of payment as that used for the Customer. In this respect, customers who have paid for their order in the form of credit notes/gift vouchers may be reimbursed by credit notes/gift vouchers at the discretion of the Operator.

By accepting the present General Conditions of Sale, the Customer expressly acknowledges that he has been informed of the cancellation procedure.

Article 9 - CUSTOMER SERVICE

The Customer may contact the Operator :

- on ***+33 7 83 22 26 97*** during the following opening hours (Paris time): daily, 5pm-9pm.

- by e-mail to marmorningstarr@gmail.com, indicating your name, telephone number, the subject of your request and the order number concerned.

Article 10 - INTELLECTUAL PROPERTY AND USER LICENSE

The Operator is the sole owner of the majority of the elements present on the Site, including but not limited to all texts, files, videos, logos, drawings, models, software, trademarks, visual identity, database, structure of the Site and all other elements of intellectual property and other data or information (hereinafter, the "Elements"). These Elements are protected by French and international laws and regulations relating in particular to intellectual property.

Some of the images (animated or not) and photographs on the Site are licensed or in the public domain. These images are not the property of the Operator, but are used in accordance with the terms of their respective licenses or as such in the public domain. Users may obtain and use these licensed images within the limits of the license or in accordance with public law. A list of these images is available via the following link: https://www.marmorningstar.com/image-attribution

Consequently, with the exception of images under license or in the public domain, none of the Elements of the Site may be modified, reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, broadcast, represented, stored, used, rented or exploited in any other way, whether free of charge or in return for payment, by a Customer or by a third party, whatever the means and/or media used, whether known or unknown to date, without the express prior written authorization of the Operator on a case-by-case basis. The Customer is solely responsible for any unauthorized use and/or exploitation.

ARTICLE 11 - LIABILITY AND WARRANTY

The Operator cannot be held responsible for the non-performance of the contract due to the Customer or due to an event qualified as force majeure by the competent courts, or due to the unforeseeable and insurmountable act of any third party to the present contract.

The Customer acknowledges that the characteristics and constraints of the Internet make it impossible to guarantee the security, availability and integrity of data transmissions over the Internet. Accordingly, the Operator does not guarantee that the Site and its services will operate without interruption or error. In particular, their operation may be temporarily interrupted for maintenance, updates or technical improvements, or to change their content and/or presentation.

The Operator may not be held liable for the use of the Site and its services by Customers in breach of these General Conditions of Sale, nor for any direct or indirect damage that such use may cause to a Customer or a third party. In particular, the Operator may not be held liable for false declarations made by a Customer or for his or her behaviour towards third parties. In the event that the Operator is held liable for such behaviour on the part of one of its Customers, the latter undertakes to indemnify the Operator against any judgement pronounced against it, and to reimburse the Operator for all costs, in particular legal fees, incurred in its defence.

ARTICLE 12 - PERSONAL DATA

For information concerning the use of personal data by the Operator, please read the Privacy Policy (the "**Policy**") carefully. You can consult this Privacy Policy at any time on the Site: www.marmorningstar.com/charte .

Article 13 - HYPERTEXT LINKS

The hypertext links available on the Site may lead to third-party sites not published by the Operator. They are provided solely for the Customer's convenience, in order to facilitate use of the resources available on the Internet. If the Customer uses these links, he/she will leave the Site and agree to use the third-party sites at his/her own risk or, where applicable, in accordance with the conditions governing them.

The Customer acknowledges that the Operator does not control or contribute in any way to the development of the terms of use and/or content applying to or appearing on these third-party sites.

Consequently, the Operator cannot be held responsible in any way whatsoever for these hypertext links.

Furthermore, the Customer acknowledges that the Operator does not endorse, guarantee or take over all or part of the terms of use and/or content of these third-party sites.

The Site may also contain promotional hypertext links and/or advertising banners referring to third-party sites not published by the Operator.

The Operator invites the Customer to inform the Operator of any hypertext link present on the Site that would allow access to a third-party site offering content contrary to the law and/or morality.

Article 14 - REFERENCES

The Customer authorizes the Operator to mention the Customer's name and logo as a reference in its communication media (brochure, website, sales proposal, press relations, press release, press kit, internal communication, etc.).

ARTICLE 15 - GENERAL PROVISIONS

ENTIRE AGREEMENT OF THE PARTIES

These General Conditions of Sale constitute a contract governing relations between the Customer and the Operator. They constitute the entirety of the rights and obligations of the Company and the Operator relating to their subject matter. Should one or more stipulations of the present General Terms and Conditions be declared null and void in application of a law, regulation or following a final decision by a competent court, the other stipulations shall retain their full force and scope. In addition, the fact that one of the parties to these General Conditions of Sale does not invoke a breach by the other party of any of the provisions of these General Conditions of Sale shall not be construed as a waiver on its part to invoke such a breach in the future.

CHANGES IN CONDITIONS

The Operator reserves the right to modify at any time and without notice the content of the Site or the services available therein, and/or to cease temporarily or permanently to operate all or part of the Site.

In addition, the Operator reserves the right to modify the location of the Site on the Internet, as well as these General Conditions of Sale, at any time and without prior notice. The Customer must therefore refer to these General Conditions of Sale before using the Site. **IN THE EVENT OF MATERIAL MODIFICATIONS AND IN THE EVENT OF ONGOING SERVICES, THE USER WILL BE INFORMED BY MEANS OF AN E-MAIL AND A NOTICE ON THE SITE BEFORE THE MODIFICATION IS IMPLEMENTED.**

The Customer acknowledges that the Operator shall not be held liable in any way whatsoever to the Customer or any third party as a result of such modifications, suspensions or cessations.

The Operator advises the customer to save and/or print out these General Conditions of Sale for safe and durable storage, so that they can be invoked at any time during the performance of the contract if necessary.

CLAIMS - MEDIATION

In the event of a dispute between the Customer and the company, the latter will endeavour to resolve it amicably (the Customer will send a written complaint to the professional or, if necessary, to the professional's Customer Relations Department: marmorningstarr@gmail.com).

In the event of failure to reach an amicable agreement or in the absence of a response from the professional within a reasonable period of one (1) month, the consumer Customer within the meaning of article L.133-4 of the French Consumer Code may, if a disagreement remains, refer the matter free of charge to the competent mediator on the list of mediators drawn up by the Commission d'évaluation et de contrôle de la médiation de la consommation in application of article L.615-1 of the French Consumer Code, namely :

Société Médiation Professionnelle
www.mediateur-consommation-smp.fr
24 rue Albert de Mun - 33000 Bordeaux



The mediator will attempt, independently and impartially, to bring the parties together with a view to reaching an amicable solution. The parties remain free to accept or refuse recourse to mediation and, in the event of recourse to mediation, to accept or refuse the solution proposed by the mediator.

APPLICABLE LAW

These General Conditions of Sale are governed, interpreted and applied in accordance with French law.

ACCEPTANCE OF THE GENERAL CONDITIONS BY THE CUSTOMER

The Customer acknowledges having carefully read the present General Conditions of Sale.

The General Conditions of Sale applicable to the Customer are those available on the date of the order, a copy of which dated to that date may be provided to the Customer on request. It is therefore specified that any modification of the General Terms and Conditions made by the Operator will not apply to any previous order, unless expressly agreed by the Customer at the origin of a given order.