



## GENERAL CONDITIONS OF SALE

### PREAMBLE:

These Terms and Conditions of Sale are entered into between Reforest'Action, SAS [simplified joint-stock company] with a capital of €15,802, registered in the Trade and Companies Register of Nanterre under the number 494 438 146, whose head office is located at 10 rue Jacques Daguerre, 92500 Rueil-Malmaison, and the **Customer** wishing to contribute to the financing of preservation and tree planting projects selected by the company Reforest'Action on its Website, collectively referred to as the Parties.

Reforest'Action is a B Corp-certified social enterprise specialising in reforestation in France and around the world. Its mission is to preserve and restore forests in France and around the world through planting and assisted natural regeneration projects, while raising public awareness. Reforest'Action enables individuals and companies to take concrete action to support the environment through an original approach. On reforestaction.com, a unique web platform, companies and the general public plant trees in France and abroad. They measure the social and environmental benefits and spread the word. Since its creation in 2010, Reforest'Action has planted and regenerated more than 5 million trees in 24 countries, raised awareness among 20 million people and had a positive impact on the living conditions of more than 100,000 people worldwide.

The **Customer** can contact Reforest'Action in the following ways:

**Postal address:** 10 rue Daguerre, 92500 Rueil Malmaison

**Email:** [contact@reforestaction.com](mailto:contact@reforestaction.com)

**Phone number:** 01.84.78.04.80

These Terms and Conditions apply exclusively to sales made on the Site [www.reforestaction.com](http://www.reforestaction.com) (hereinafter the 'Site').

The Parties agree that their relationship is governed exclusively by these Terms and Conditions.

The Customer declares that they have read and agreed to these Terms and Conditions of Sale by ticking the box provided for this purpose before beginning the online ordering process.

As these Terms and Conditions of Sale may be subject to subsequent changes, the version applicable to the Customer's purchase is the one in force on the Website on the date the Order is placed.

Changes to these Terms and Conditions of Sale are binding on Users of the Site from the moment they are uploaded and cannot apply to sales made previously.

## **ARTICLE 1 - DEFINITIONS:**

**Individual Customer:** any natural person of legal age and/or legally capable, and not a professional, who places an Order on the Site [www.reforestaction.com](http://www.reforestaction.com)

**Professional Customer:** any natural or legal person, public or private, who is acting for purposes relating to its business, industrial, craft, professional or agricultural activity, including when acting in the name of or on behalf of another professional, who places an Order on the Site [www.reforestaction.com](http://www.reforestaction.com)

**Customer:** includes both individual and professional Customers

**Beneficiaries:** the Beneficiaries of the funds collected by Reforest'Action who carry out the planting activities on the ground

**Order:** means the Customer's Order placed on the Site, in accordance with these Terms and Conditions.

**Site:** the Website [www.reforestaction.com](http://www.reforestaction.com)

## **ARTICLE 2 - PURPOSE OF THE SERVICES**

**2.1** The Customer hereby undertakes to pay Reforest'Action a sum of money, which the latter accepts, it being the responsibility of Reforest'Action to transfer the funds to one or more Beneficiaries in accordance with these Terms and Conditions.

**2.2** Payments made by the Customer are not eligible for a tax reduction as they are not equivalent to a donation.

**2.3** The Customer can do this on the Website [www.reforestaction.com](http://www.reforestaction.com).

The Customer may thus undertake to finance, on a one-off basis, the planting of one or more trees allocated to one or more projects in France or abroad selected by Reforest'Action.

The Customer can also decide to make a contribution to the planting of one or more trees on these same projects by a third party via the 'Offer a tree' service provided on the Site, which automatically generates a planting code.

This code can be used for two months. If the code is not used within this period, trees allocated to this code are automatically planted on the Site in any case.

The Customer can also take out a monthly subscription to finance the planting of one or more trees on a project displayed by Reforest'Action on the Site, subject to the clarifications provided in article 5.

There is no commitment period for this subscription, which can be cancelled freely and at any time on the Site.

All proposed planting projects can be viewed on the Site.

**2.4** In return for the payment made by the Customer, Reforest'Action undertakes to transfer the corresponding funds to the Beneficiaries identified for each project designated by the Customer.

Thus, trees financed on [www.reforestaction.com](http://www.reforestaction.com) are planted by the Beneficiaries of Reforest'Action, who shall receive the funds from the Customer.

The updated list of Beneficiaries can be viewed at any time on the Site ([click here](#)).

**2.5** Trees may not be taken back, exchanged, transferred or assigned in any way, rented, resold, even partially, credited to a card or bank account, or discounted.

They cannot be replaced if lost or stolen.

They cannot be the subject of opposition.

**2.6** Funds collected by Reforest'Action are paid to the selected Beneficiaries within one year of the Order, in accordance with the distribution chosen by the Customers.

This time period is necessary in order to take into account the management constraints of Beneficiaries on the ground (planting period, climate variations, etc.).

**2.7.** Planting is carried out on private properties or regulated areas. For any information, including in terms of access and/or visits, the Customer must first contact Reforest'Action at the following address: [contact@reforestaction.com](mailto:contact@reforestaction.com).

## **ARTICLE 3 - THE ORDER**

### **3.1 Terms and Conditions**

Orders are placed exclusively on the Site [www.reforestaction.com](http://www.reforestaction.com).

They can only be registered if the Customer has clearly identified itself by filling in the mandatory information on the Order form on the Site, namely its full name and email address.

This collected data is managed by Reforest'Action in accordance with personal data regulations (see article 7 hereof).

Before placing an Order, the Customer expressly acknowledges having read these Terms and Conditions of Sale.

By ticking the box *'I have read and accept the Terms and Conditions of Sale'* to confirm the Order, the Customer is deemed to have accepted these Terms and Conditions of Sale.

The Customer can also take out a monthly subscription by choosing a project at the time of subscription and the number of trees that shall be planted there.

### **3.2 Acceptance/Confirmation**

Any Order implies an obligation of payment by the Customer. The latter acknowledges that by placing an Order, they are committed to making payment.

The Order is only confirmed on receipt by the Customer of an email sent by Reforest'Action.

Reforest'Action therefore asks the Customer to check the email address provided for identification purposes on the Site.

Any Order placed generates a planting certificate sent to the email address provided by the Customer.

### **3.3 Processing**

In the event of an incident preventing the processing of the Customer's Order, it shall be cancelled without prior formal notice.

The payment shall be refunded.

The refund shall be credited to the bank card used to pay for the original Order.

Confirmation shall be sent by email to the Customer.

### **3.4 Suspension**

Reforest'Action reserves the right to suspend any Order from a Customer with whom there is a dispute concerning the payment of a previous Order, pending payment for this previous Order, regardless of the Order and/or payment method.

Reforest'Action also reserves the right to suspend any Order in the event that no Beneficiary listed on the Site agrees to receive funds from the Customer.

In the event that the suspension of the Order by Reforest'Action exceeds a period of 30 days, Reforest'Action may automatically terminate these Terms and Conditions by sending the Customer a registered letter with acknowledgement of receipt, without compensation to the Customer.

### **3.5 Signature and Proof**

The computerised records kept in Reforest'Action's computer systems are considered as proof of communications, Orders and payments between the Parties.

Confirmation and payment of the Order as provided for in these Terms and Conditions shall be deemed proof of the Order's completeness and shall result in all sums stipulated herein and in the Order becoming due and payable, including with regard to the number of trees whose planting is financed.

Confirmation of the Order under the conditions described above shall be deemed equivalent to the signature and express acceptance by the Customer of transactions carried out on the Site.

Orders and invoices are stored on a reliable and durable medium in accordance with the provisions of Articles 1369-1 et seq. of the French Civil Code relating to contracts in electronic form.

### **3.6 Change of Beneficiary**

In case of unavailability of trees or inability to carry out the planting, Reforest'Action reserves the right to change the Beneficiary and planting site according to the constraints and hazards inherent to the progress of each of the planting projects

Within the framework of a subscription, when the planting originally chosen has been completed, the Customer remains free to choose another Beneficiary from its personal space.

Failing this, Reforest'Action reserves the right to allocate the trees financed to another Beneficiary after informing the Customer.

These changes shall not result in the cancellation of the sale.

## **ARTICLE 4 - PRICE AND PAYMENT TERMS**

### **4.1 Price**

The value of a tree is set by Reforest'Action and displayed on the Website. It is non-negotiable.

It applies to all one-off Orders and all monthly subscriptions taken out on the Reforest'Action Website

Financing provided by the Customer is for a minimum of one tree.

The price of trees includes funds redistributed to Reforest'Action Beneficiaries, the service provided by Reforest'Action, and the purchase of carbon credits.

Reforest'Action reserves the right to change its prices at any time, it being nevertheless specified that the Customer's contribution is still charged on the basis of the price in force at the time of confirmation of the Order, subject to the clarifications provided in article 5 hereof concerning subscriptions.

### **4.2 Currency of payment**

All Orders, wherever they originate, are payable in euros or dollars.

### **4.3 Payment terms**

#### **General case applicable to individual and professional Customers**

The price is payable in full on the day the Order is placed by the Customer, by means of a secure online card payment: **Visa, MasterCard or American Express.**

Online payment with an accepted card is made using the secure solution Stipe, which is PCI and DSS compliant.

If the 'https' protocol and padlock icon are displayed in the browser address bar, this indicates that the payment is secure and confidential.

Reforest'Action does not store the full card number on its computer servers.

The Customer's card details are never sent unencrypted on the network.

Payment is immediate.

In the case of a direct debit subscription, it is the Customer's responsibility to anticipate the expiry of the registered card and, if necessary, update their payment method.

Failing this, the subscription shall be automatically suspended.

### **Case of professional Customers**

In addition to the above-mentioned provisions, it is specified that in the event of full or partial payment default, the Customer shall be liable for a late payment penalty equal to three times the legal interest rate.

The legal interest rate used is that in force on the day the invoice is issued.

This penalty is calculated on the amount, including tax, of the outstanding sum, and runs from the due date of the price without the need for any prior formal notice.

In addition to late payment compensation, any sum, including the deposit, not paid by its due date shall automatically entail the payment of flat-rate compensation of 40 euros for collection costs.

## **ARTICLE 5 - COMMITMENT TERM AND TERMINATION**

**5.1** These Terms and Conditions shall apply from the date of confirmation and acceptance of the Order by the Customer.

**5.2** Monthly subscriptions are automatically and tacitly renewed for successive periods of equivalent length. They can be freely cancelled by the Customer at any time, it being specified that in the case, cancellation shall take effect at the end of the current month.

Any price changes during the subscription period shall only apply to the renewal of the subscription, and the Customer shall be informed one month before the anniversary date of the said subscription.

The **Customer** shall then have the option not to renew the subscription. Otherwise, it shall continue at the new price.

**5.2** In the event of failure by one of the Parties to comply with the obligations stipulated in these Terms and Conditions, the other Party may automatically terminate these Terms and Conditions by sending a formal notice by registered letter with acknowledgement of receipt, with fifteen (15) days' notice, without prejudice to any damages.

**5.3** Failure by the Customer to comply with its obligations under these Terms and Conditions of Sale, including in the event of fraud or any attempt at fraud, or any incident relating to the payment of the price of an Order, may result in the suspension of access to the Website, or even termination of the Customer's account depending on the degree of seriousness of the actions in question, without prejudice to any damages that Reforest'Action may seek.

Consequently, Reforest'Action reserves the right to refuse any Order from a Customer with whom such a dispute exists.

## **ARTICLE 6 - RIGHT OF CANCELLATION FOR INDIVIDUAL CUSTOMERS**

**6.1** In accordance with Article L 121-18 of the French Consumer Code, the **Individual Customer** has a right of cancellation for 14 days from the day following the Order, without having to justify its decision or incur any penalties.

Where the fourteen-day period expires on a Saturday, Sunday or public holiday, it shall be extended to the first working day thereafter.

The **Individual Customer** must inform Reforest'Action of their wish to exercise the right of cancellation by filling in the form accessible by clicking this link, and sending it by post or email to [contact@reforestation.com](mailto:contact@reforestation.com).

After checking the form, Reforest'Action shall immediately send an acknowledgement of receipt of the cancellation to the email address provided by the **individual Customer** when registering.

**6.2** Reforest'Action undertakes to reimburse the **individual Customer** for the sums paid no later than 14 days following the date on which it was informed of the Customer's decision to cancel, exclusively by transfer to the Customer's bank account.

## **ARTICLE 7 - PROCESSING OF PERSONAL DATA**

Reforest'Action's personal data protection policy is available [here](#).

## **ARTICLE 8 - INTELLECTUAL PROPERTY**

**8.1** All elements of the **Site**, including graphics, visuals and sound, as well as the underlying technology, are protected by intellectual and industrial property law, including copyright, trademarks and patents.

They are the exclusive property of Reforest'Action or its licensors.

Any total or partial copying of this content is strictly prohibited and is likely to constitute an infringement of copyright.

**8.2** Users who have a personal website may, for personal use, place a link on their site leading directly to the home page of the Reforest'Action Site, subject to the prior agreement of Reforest'Action.

The creation of this link cannot, under any circumstances, be considered as an implicit affiliation agreement with Reforest'Action.

Any other type of hypertext link to the Site [www.reforestaction.com](http://www.reforestaction.com), including using the technique of 'framing' or 'inline linking', is formally prohibited by Reforest'Action.

In any case, all links must be removed on the simple request of Reforest'Action.

**8.3** In the event of failure by the Customer, its employees, and/or any third parties to comply with the above obligations, the Customer shall be solely liable to Reforest'Action. The Customer undertakes to indemnify and hold harmless Reforest'Action against all consequences, including financial, of such failures.

Any use of content (including photographs and video) from Reforest'Action is subject to giving credit © Reforest'Action.

## **ARTICLE 9: COMMUNICATION**

Any mention of the Reforest'Action brand and/or use of the Reforest'Action logo and/or communication operation by the Client about its action with Reforest'Action is subject to compliance with the recommendations detailed in the document "Communicating about your action", which explains the conditions of use of the Reforest'Action brand and the principles to be respected for fair and responsible communication. This document is available in the communication kit sent to the email address provided by the Customer after his/her purchase on the Reforest'Action website.

In the event of inappropriate communication or communication that does not comply with these rules, Reforest'Action reserves the right to express itself freely on the subject and to denounce any misuse or abuse.

Any use of content (particularly photographs and video) from Reforest'Action is subject to the mention of credits © Reforest'Action.

## **ARTICLE 10 - LIABILITY**

**10.1** It is agreed that Reforest'Action's obligation hereunder is strictly limited to the collection of funds and their allocation to the planting of trees.

**10.2** Reforest'Action cannot be held liable for the end result of the planting carried out by the Beneficiaries, since as the projects are carried out by independent third-party organisations and are, moreover, subject to natural hazards, including climate variations.

**10.3** Reforest'Action's liability for direct damage due to non-performance is limited to the total amount of the services defined in the estimate, and actually invoiced and paid by the professional Customer, to the express exclusion of all other amounts.

**10.4** Reforest'Action cannot be held liable for any indirect damage suffered by the Customer.



**10.5** Reforest'Action may avoid liability, in whole or in part, by providing proof that the non-performance or poor performance of its obligations is attributable either to the Customer or to the unforeseeable and insurmountable act of a third party to the Agreement.

**10.6** Reforest'Action cannot be held liable for the consequences of the inability to plant trees online as a result of misuse of the Site or malfunction of equipment or networks including, but not limited to, use of the Internet, including service interruption, external intrusion or the presence of computer viruses.

**10.7** It is the Customer's responsibility to take all measures to protect their data and/or software from contamination by possible viruses, other malicious codes or hacking from the Internet and to make regular backups.

Reforest'Action also disclaims all liability in the event of communication by the Customer to a third party or unauthorised agency.

The Customer remains fully responsible for compliance with the laws and regulations in force in the context of its activities and the use of Reforest'Action's services, including its social, fiscal and accounting obligations.

As such, Customer profile pages can be personalised with a photo and a short text.

Reforest'Action disclaims all liability of any kind relating to Images, files containing them and/or data transmitted; rights, of any kind, attached to the Customer's Images, files and/or data; and, without limitation, the printing, copying, use or downloading of the Customer's Images, files and/or data, by any process and on any medium.

Similarly, Reforest'Action is not responsible for the compliance of the Customer's Images, files, and/or any data with the applicable legislation including, but not limited to, the legal provisions relating to sponsorship.

In general, Reforest'Action cannot be held liable for the content of pages personalised by Customers.

**10.8** The Customer guarantees that its files, data and Images do not infringe any intellectual and/or industrial property rights or related rights, or harm the image, privacy or any other right of a third party.

Images, any files and/or data must in no way violate any legislation or regulations in force.

Images, any files and/or data must not under any circumstances copy any image of a public figure to be used for commercial, cultural, political or religious purposes.

Reforest'Action cannot be held responsible for variations to the colour or finish of Images, given that the quality of the image copied depends on the quality of the Images downloaded by the Customer.

## **ARTICLE 11 - FORCE MAJEURE**

**11.1** Neither of the Parties may be held liable for any delay or non-performance, in whole or in part, of its obligations resulting from the occurrence of a case of force majeure.

In addition to those usually cited in French case law, the following are considered to be cases of force majeure: government decisions, war, sabotage, exceptional weather conditions, natural disasters, floods, epidemics, fires, lightning, disruption, interruption or failure of networks, strikes, lockouts, attacks, restrictions on the provision of telecommunications services, and restrictions on sources of supply.

**11.2** The case of force majeure suspends the obligations of the Parties for the duration of its existence.

However, if the case of force majeure lasts for more than thirty (30) days, it shall give rise to the automatic termination of this Agreement by either Party, by sending a registered letter with acknowledgement of receipt. Payment shall remain due for obligations already fulfilled and the Parties shall settle their accounts accordingly, without being able to claim any compensation.

## **ARTICLE 12 - DISPUTES**

**12.1** These Terms and Conditions of Sale are subject to French law.

In the event of a dispute, the Customer must first contact Reforest'Action to seek an amicable solution.

The Customer and Reforest'Action shall do their best to resolve the dispute amicably.

**12.2** If this fails, the Customer can go to the Website <https://www.economie.gouv.fr/mediation-conso> to refer its claim to a mediator free of charge.

In addition, the European Commission's Online Dispute Resolution platform can be accessed by clicking the following link <https://webgate.ec.europa.eu/odr/>

## **ARTICLE 13- MISCELLANEOUS**

If any clause hereof is deemed void and/or unenforceable for any reason, the other provisions of these Terms and Conditions of Sale shall remain in force and must be respected.