



Terms and Conditions

C&C Care for Refurbished iPhone

INTRODUCTION

The general conditions set out on the following pages govern the activation and management of C&C Care, the additional service provided by C&C France that is different from those provided under legal warranty.

The clauses that provide for burdens and obligations on the part of C&C France and the customer, nullity, forfeitures, exclusions, suspensions, rights of recourse and limitations of the service, have been highlighted with special characters (bold).

DEFINITIONS

In the context of this “Terms and Conditions” document, the following terms shall have the meaning respectively indicated next to each of them and the definitions indicated in the plural shall also be understood as referring to the singular and vice versa:

COVERAGE YEAR:	The consecutive 12-month period that begins on the date of purchase; the date of purchase coincides with the date of activation of the service, which will occur with the first sale of a device by C&C France;
DEVICE:	Refurbished iPhones sold by C&C during the validity period of the service;
AGREEMENT:	The coverage that the customer benefits from under the terms and conditions set out below;
GOODS COVERED BY THE SERVICE:	The electronic devices that C&C sells to their customers through his affiliated sales channels;
CUSTOMER CARE:	C&C France’s Customer Care, consisting of human resources and equipment, which provides telephone contact, organizes

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interventions and provides the service;

SERVICE PROVIDER: The place where C&C France will repair the defective device;

CUSTOMERS: Individuals who purchase a device from C&C France;

ACCIDENTAL DAMAGE: All direct material damage caused by external, sudden and unforeseeable causes that produce a breakage, defect or malfunction of the device that precludes or limits its functionality and usability;

FIXED COST: The amount due from the customer who has purchased a refurbished device from C&C and that the customer undertakes to pay to activate the repair process of the damaged device;

C&C CARE: The additional service provided by C&C France;

DAMAGE: The occurrence of the harmful, future and uncertain event for which the service is covered, or the "Accidental damage to the device".

SERVICE FEATURES

C&C CARE ADDITIONAL SERVICE

ARTICLE 1.1 - CHARACTERISTICS OF THE SERVICE

This service is reserved for customers who have purchased a new device from C&C. The service is non-refundable (except as required by law). C&C Care will not be replaced if lost, stolen or used without authorization. Use of the card constitutes acceptance of the terms and conditions. The service includes the activation of the warranty described in the following sections of this document.

ARTICLE 1.2 - DECLARATIONS CONCERNING THE CIRCUMSTANCES OF THE DAMAGE

Any inaccurate statements or omissions by the customer regarding circumstances affecting the assessment of the damage, made at the time of activation of the service or at the time of renewal, may result in the total or partial loss of the right to compensation as well as termination of the service.

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ARTICLE 1.3 - START DATE AND DURATION OF THE SERVICE FOR THE CUSTOMER

The service lasts for twelve (12) months from the date of purchase of the device from C&C. It must be activated at the same time as the device is purchased and cannot be extended for subsequent years.

ARTICLE 1.4 - OTHER COVERAGE

This service operates secondly to any other coverage stipulated for the same damage and in first place for the warranties not present in such contracts.

ARTICLE 1.5 – REFERENCE TO THE LAW

For all that is not otherwise regulated here, the provisions of the law shall apply. This contract is governed by French law.

ARTICLE 1.6 – FRAUDULENT EXAGGERATION OF DAMAGE

The customer who fraudulently exaggerates the amount of damage, declares destroyed or lost things that did not exist at the time of the damage, conceals, subtracts or tampers with saved things, uses false or fraudulent means or documents as justification, fraudulently alters the traces, material clues and residues of the damage or facilitates the progress of the same, loses the right to use the service.

ARTICLE 1.7 - INTERNATIONAL SANCTIONS

C&C France is not obliged to provide any coverage or to arrange any compensation under this contract if this would expose C&C France to any violation of laws and regulations concerning international sanctions.

ARTICLE 1.8 - TERRITORIAL VALIDITY

C&C Care service is valid in all C&C stores in Italy and France:

<https://www.cec.fr/en/magasins>

ARTICLE 1.9 - EXCLUSIONS

The following are excluded from coverage:

1. Damage, loss, expense, or liability arising from:
 - (a) ionizing radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from nuclear combustion;
 - (b) radioactivity, toxicity, explosiveness or any other hazardous property of any nuclear explosive device or related component;
2. Any damage arising from or caused by the customer's involvement in any fraudulent, illegal or criminal act;
3. Any claim arising from or caused by: (I) suicide, attempted or consummated, by the customer who owns the device, or (II) self-harm or intentional exposure to danger (except in an attempt to save human life);
4. Any claim arising from the fact that the customer intoxicated or under the influence of narcotic substances, or related to the consumption of alcohol or substances not prescribed by a doctor;
5. Any damage due to or caused by the customer's intent;
6. Tout dommage causé par un liquide à la suite d'une immersion, d'un lavage accidentel, etc ;
7. Aesthetic damage or wear and tear such as dents, scratches, scuffing as well as damage caused by tampering, removal or replacement of parts with non-original components and catastrophic damage such as devices without components and/or dismembered.

ACCIDENTAL DAMAGE COVERAGE

ARTICLE 2.1 - SUBJECT OF THE SERVICE

C&C S.p.A. will provide repair - within the limits and conditions set forth below, for the "Accidental Damage to the Device" service - in the event that damage to the device, i.e., all direct material damage caused by external, sudden, and unforeseeable causes, results in a break, defect, or malfunction of the device that prevents or limits the functionality and usability of the device itself.

The service covers the damage for 70% of the purchase price of the device. If the damage is greater, the remaining cost of repair will be borne by the customer. If the customer decides to waive the repair, C&C S.p.A. will recognize the credit to the customer by issuing a Gift Card equal to 70% of the amount spent for the purchase of the device and will keep the damaged device.

ARTICLE 2.2 – OPERATING CONDITIONS

The service has a duration of 12 months and 1 damage will be covered per year.

ARTICLE 2.3 - FIXED COST

The service is provided with the application of a fixed cost of €40,00 per damage, which must be paid by the owner of the device.

Payment of the fixed cost is a necessary condition to start the device repair process.

ARTICLE 2.4 - ADDITIONAL EXCLUSIONS

In addition to the provisions of Art. 1.9 - EXCLUSIONS - the following are excluded from the service:

1. Costs of replacing or restoring data stored on the device;
2. Goods not included among those covered by the service;
3. Repair costs for interventions related to a product recall or interventions carried out by unauthorized persons by C&C France;
4. Costs incurred as a result of the impossibility of using the electronic device or any other cost other than the cost of repairing or replacing the device itself;
5. Costs covered by the manufacturer's warranty;
6. Failures, intrinsic defects of the goods, attributable to causes of internal origin, manufacturing defects (even in the case of a product recall), hidden defects and anything arising from wear and tear of the components, whatever the cause;
7. Damages of an exclusively aesthetic nature, such as damages caused to external parts of the goods that do not prejudice their operation (e.g. scratches, scuffs and abrasions);
8. Malfunction (breakdowns) generated by modifications of the original characteristics of the goods or tampering;

9. Damages caused or arising from failure to comply with the manufacturer's instructions for use or warnings;
10. Assistance, verification, maintenance or ordinary cleaning;
11. Accessories or peripherals that were not integral part of the original installation;
12. Software for using the electronic device;
13. Any form of computer virus.

ARTICLE 2.5 - PROCEDURE FOR REPORTING DAMAGE

In case of damage to the device, the customer can contact C&C France Customer Care at 05 57 26 42 66 or go to the nearest C&C Authorised Service Provider. Once the coverage of the service has been verified, C&C France will start the claim management process. Payment of the fixed cost of €40,00 is a necessary condition for repairing the damaged device.

RULES IN CASE OF DAMAGE

ARTICLE 3.1 – CUSTOMER OBLIGATIONS

In the event of damage, the customer must:

- a) Visit an Authorized C&C Service Provider and take the damaged device. The Service Provider will verify if the damage is covered under the C&C Care damage service and, if so, will repair the device. Once the repair is complete, the customer must pay the fixed cost (payment can be made by cash, credit card, debit card or Gift Card).

Alternatively, the customer may contact C&C Customer Care by phone at 05 57 26 42 66. Customer Care will verify if the damage is covered under the service and will initiate the claim process. The process is as follows:

1. Upon claim registering, customer will receive a confirmation e-mail and a link to pay the fixed cost;
2. Once the fixed cost has been paid, Customer Care will send the customer instructions on how to prepare and ship the device to the Authorized Service Provider;
3. The Authorized Service Provider will assess the damage and repair the device. New or used Apple original parts may be used for repairs. These parts have been tested for

functionality and meet Apple's requirements;

4. Once the repair is complete, Customer Care will send the customer an email confirmation and will return the repaired device to the customer. If the damage is deemed unrepairable, the customer will receive an email with the rejection notice and instructions on how to return the device;
5. The claim and repair process will be completed within 14 business days.

The customer is responsible for backing up the data and programs on the damaged device before submitting it for repair. The customer must also remove all access protection systems, such as "Find My" (or Find my iPhone on iCloud), passwords, pin codes, etc, before submitting the device.

If the device is locked, C&C will contact the customer to have the lock removed. If the lock cannot be removed within 5 days, the device will be returned to the customer and the service will be considered fully provided.

- b) Time required to obtain assistance and to carry out repair or replacement of the device shall not entail any extension of the duration of the service. The customer shall also provide C&C France:

Customer information

- a. Name
- b. Last name
- c. Address
- d. City
- e. State
- f. Tax code
- g. Phone number
- h. Email address

Device information

- a. Device model
- b. Device serial number (can be found using software or on the device itself)

C&C France

PERSONAL DATA

PERSONAL DATA PROTECTION POLICY

Personal data concerning customers is collected and processed by C&C France, which acts as the data controller.

In accordance with applicable legal and regulatory provisions, C&C France takes the necessary technical and organizational measures to ensure the confidentiality and security of said personal data collected, which may be collected in store according to the following purposes, retention periods and legal bases.

Category of data	Purchase-related data	Loyalty program data	Prospecting data
Description of the category	This is data relating to the purchases you make in store. This data may include your name, first name, postal address and internet address, telephone number, loyalty number, purchased items, date of purchase, returned items, date of receipt of the return, information relating to the refund.	This is data associated with your loyalty account, which allows you to benefit from advantages in our stores and on our website. This data may include your name, first name, postal address and email address, loyalty number, number of loyalty points, date of subscription to the loyalty account.	This is your data that we use to send you messages about our product news. This data may include your name, first name, email address and postal address, telephone number.
Purpose of collection	To carry out the purchase transaction made by you and the sales transaction made by C&C France.	Manage and track your membership in the loyalty program Offer you and make you benefit from the	To allow us to set up and send you targeted advertising by electronic means according to your

		loyalty benefits.	possible needs.
Legal basis for processing	Execution of the sales contract	Consent	Consent
Retention and archiving	Archiving for 10 years from the completion of the sale. Accounting documents and supporting documents kept for 10 years (article L.123-22 of the Commercial Code).	Retention for the duration of your membership Archiving for 5 years from the deletion of the account.	Retention for 10 years from the last contact we had with you.

In accordance with the provisions of the European Regulation 2016/679 of April 27, 2016 on the protection of Personal Data, you have a number of rights, including:

Access: You have the right to access your personal data and to obtain information on the processing of your data.

Rectification: You have the right to rectify your personal data if it is inaccurate or incomplete.

Erasure: You have the right to have your personal data erased in certain cases.

Data portability: You have the right to receive your personal data in a structured, commonly used and machine-readable format and to have it transmitted to another controller in certain cases.

Restriction of processing: You have the right to request that the processing of your personal data be restricted in certain cases.

Objection to processing: You have the right to object to the processing of your personal data for marketing purposes, including profiling.

You can also define guidelines for the fate of your data after your death and, when the processing is based on your consent, you can withdraw it at any time.

You can exercise your rights by writing to C&C France, SARL 29 Avenue de Canteranne - 33600 PESSAC or by email to shop_fr@cec.com.



Please note that, in the context of the exercise of rights by applicants, C&C France may be required to verify the identity of said applicants, by requesting a copy of a valid identity document.

C&C France, a limited liability company with a capital of €1,164,370, having its registered office at 29 Avenue de Canteranne - 33600 Pessac, registered in the Bordeaux Trade and Companies Register under number 404 276 776. The protection of your personal data is a priority for C&C France, which is required to process your personal data in the context of its relationship with its customers and prospects.

Who is responsible for processing your data?

C&C France is the data controller for your data. Its legal representative is Mr. Michele Gigli. C&C France is a limited liability company with a single shareholder, whose registered office is located at 29 Avenue de Canteranne - 33600 PESSAC, registered in the Bordeaux Trade and Companies Register under number 404 276 776.

Purposes: What are the collected data used for?

The personal data collected allows us to carry out:

- Customer management operations: contracts; orders; deliveries; invoices; accounting and in particular customer account management; a loyalty program; customer relationship tracking such as satisfaction surveys, claims management and after-sales service.
- Prospecting: management of technical prospecting operations; selection of people to carry out loyalty, prospecting, survey, product testing and promotion actions.
- Preparation of commercial statistics.
- Management of requests for access, rectification and opposition rights.
- Management of unpaid debts and disputes on condition that they do not relate to offenses and/or do not lead to the person being excluded from the benefit of a right, service or contract.
- Management of promotional operations.
- Management of people's opinions on products, services or content.

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Rights of data subjects (opposition, access, rectification, erasure; new GDPR rights: limitation, portability).

You have the following rights:

- **Right of access:** You can access your customer area and check the data entered to update it; you can request to know the personal data processed that concerns you.
- **Right of rectification:** Right to obtain from the data controller the rectification of inaccurate personal data concerning you without delay.
- **Right to object:** In particular, when personal data are processed for direct marketing purposes, the data subject has the right to object at any time to the processing of personal data concerning him or her for such direct marketing purposes, including profiling, insofar as it is related to such direct marketing.
- **Right to restriction of processing:** Right to obtain from the controller restriction of processing where one of the elements referred to in Article 18 of the GDPR applies (e.g., where the controller no longer needs the personal data for the purposes of the processing but the data are still required by the data subject for the establishment, exercise or defense of legal claims).
- **Right to erasure:** Right to obtain from the controller the erasure of personal data without delay on certain grounds (GDPR, Article 17).
- **Right to data portability:** In particular, the right to receive the personal data concerning you that you have provided to a controller in a structured, commonly used and machine-readable format.

You can exercise your rights:

- **By email:** information@cec.com, specifying your last name, first name, address and attaching a copy of your identity card (front and back).
- **In case of difficulty related to the management of your personal data,** you can file a complaint with the CNIL (French National Commission for Information Technology and Liberties) in particular.

Mandatory or optional nature of data collection and consequences for the person in case of non-provision of data.

The mandatory or optional nature of the data is specified on the information collection forms. If you do not provide the mandatory data, the process you wish to complete (creating a customer account, purchasing) cannot be finalized.

Recipients or categories of recipients of data (who needs to access or receive it in view of the defined purposes).

C&C France only shares your personal data with the following entities in order to fulfill the aforementioned purposes.

C&C France entities:

- Service providers and subcontractors who carry out services on our behalf; they are carefully selected and act in accordance with our instructions.
- Financial, judicial or state authorities, public bodies upon request and within the limits of what is permitted by regulations.
- Certain regulated professions such as lawyers, notaries, auditors, accountants.

In no case will C&C France sell or share data to third-party business partners.

Within C&C France, only those persons who have a legitimate interest in accessing your information due to their job functions will have access to it.

Data retention period (or criteria for determining it).

C&C France retains your personal data for a limited and predefined period.

Accounts, Orders.

If you are a customer: Your data (identity, contact details, order-related data, optional personal data) will be kept for the time necessary for business management.

However, data allowing to establish the proof of a right or a contract, or kept for the purpose of complying with a legal obligation, may be subject to an intermediate archiving policy for a period not exceeding the period necessary for the purposes for which they are kept, in accordance with the provisions in force (including but not limited to those provided for by the Commercial Code, the Civil Code and the Consumer Code):



Application of Article L 123-22 of the Commercial Code to our accounting obligations: "Accounting documents and supporting documents are kept for TEN years."

In application of Article L 213-1 of the Consumer Code, when the contract is concluded electronically and relates to an amount equal to or greater than €120, C&C France is required to keep the written record of the contract for TEN years from the conclusion of the contract if the delivery or service is immediate.

In application of Article 2224 of the Civil Code, the general limitation period for personal or movable actions is 5 years, we must therefore keep all or part of your data for their administrative interest, in particular in case of litigation, for FIVE years.

If you are a non-customer prospect: Your data (identity data, contact details) will be deleted after one year from the last contact from the prospect.

Saved cards for future purchases.

Credit cards are only saved after an explicit request from the customer, on the payment page (if this option is offered to you). They are kept for a future order to improve your shopping experience on our site. Cards saved for a future purchase are kept in a secure space with our payment provider. C&C France does not store this information.

You can delete your saved card at any time, on the payment page.

Proof of documents sent to Customer Relations.

Supporting documents are kept for less than 4 months.

Regarding identity documents.

In the event of the exercise of the right of access or rectification, data relating to identity documents may be kept for the period provided for in Article 9 of the Criminal Procedure Code (i.e., one year). In the event of the exercise of the right to object, such data may be archived for the limitation period provided for in Article 8 of the Criminal Procedure Code (i.e., three years).

Cookies.

Cookies have a limited lifetime of thirteen months after their first deposit on the user's terminal equipment (following the expression of consent), as recommended by the CNIL. New visits do not extend the lifetime of this information. Raw traffic data associating an identifier is not stored for more than thirteen months. Beyond this period, the data is either deleted or anonymized.

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When using the website www.cec.fr, cookies (a text file) are placed on your computer, mobile or tablet if you accept them. Thanks to these cookies, your terminal is identified for future visits, which allows you to personalize the customer's session and carry out audience measurements.

Any Internet user can oppose the use of cookies by one or more sites by configuring their browser. In most browsers, the user must go to the "options" or "tools" or "settings" or "preferences" menu, and then to "advanced settings" and then to "security" or "privacy".

By refusing all cookies, you may have difficulty navigating or not be able to place an order.

Your data is not transferred to a country outside the European Union.

Your data is hosted in Europe. No data is transferred outside the European Union.

Legal basis for data processing (i.e., what legally authorizes the processing).

The basis for processing your data is:

- Your consent (a clear affirmative act, such as when you check the box provided for this purpose or when you configure the options offered to you on the site).
- The performance of the contract concluded with C&C France.
- The protection of the legitimate interests of C&C France: fraud prevention.

Sending information and promotional offers.

The data collected may be used to send information and promotional offers from C&C France, from which you can unsubscribe at any time via the unsubscribe link located at the bottom of each of its emails. You retain control over your communication preferences.

Right to lodge a complaint with the CNIL (French Data Protection Authority).

You have the right, without prejudice to any other administrative or judicial remedy, to lodge a complaint with the CNIL (Commission Nationale de l'Informatique et des Libertés) if you consider that the processing of personal data concerning you constitutes a violation of the General Data Protection Regulation (REGULATION (EU) 2016/679 of 27 April 2016) and/or the Law No. 78-17 of 6 January 1978 relating to information technology, files and freedoms.