

SO! COFFEE WEBSITE TERMS OF USE

- The publisher of the web site is:

Lagardère Travel Retail SAS
Share capital: 44,879,584 euros
RC Paris B 330 814 732
52, avenue Hoche
75008 Paris - France
Tel : +33 (0) 1 42 99 07 00

- Publication Director:

Charlotte DELMAS

- The web site is hosted by:

PROSODIE
150 rue Gallieni
92 100 Boulogne-Billancourt
Tel : +33 (0)1 46 84 11 11

1. General use

The socoffee.com web site (the "Web Site") is the web site of the SO! COFFEE brand, the purpose of which is to present the brand and its main features. This Web Site and its contents may not be up to date and as a result may not be accurate in its description of the products offered at a SO! COFFEE outlet, and in the list of outlets locations worldwide.

These terms of use set out the terms under which you may access the Web Site and where applicable the data featuring therein.

2. Intellectual property

All screens, graphics, photographs and, more generally, all information on this site is specifically protected. Lagardère Travel Retail either owns them outright, or holds the intellectual property rights to them. They may therefore not be reproduced, changed or used in any way, in whole or in part.

3. Trademarks belonging to third parties

The fact that the Web Site or any Lagardère Travel Retail Alert mentions other trademarks, whether figurative or other, which belong to third parties, shall not be construed as

constituting an implied or express license to use such trademarks or an authorization of any kind whatsoever in connection with the trademarks unless this is backed by a prior written authorization from the third parties that hold the trademarks. Any use of such trademarks which is not expressly authorized by the holders of the trademarks in question is strictly prohibited.

4. The sections of the Web Site

When you visit the Web Site, Lagardère Travel Retail gives you access to various sections, including photographs and logos belonging to Lagardère Travel Retail.

Access to and use of these sections are subject to the provisions of these terms of use. Some sections may be governed by specific terms and conditions.

- The photographs

The photographs displayed on the Web Site are for informational purposes and are not contractually binding.

Lagardère Travel Retail SAS (hereinafter "the Company") grants you the right to use, save, reproduce, copy and print out the photographs that are contained in the website's sections for your own personal, non-commercial use only. In doing so, you agree to comply with all rules governing copyright and image rights and in general with any applicable national, European or international rule of law.

Therefore, you agree not to do any of the following:

- Reproduce the Photographs, in whole or in part, for the purposes of sale, distribution, broadcast, publication or communication in any form whatsoever, without first securing specific written authorization from the photographer who holds the copyright to the Photographs and/or the persons featuring in the Photographs, where applicable;
- Use the Photographs for commercial or promotional purposes;
- Use the Photographs in any way which is likely to damage the image and reputation of the photographer who holds the copyright to the Photographs and/or of the persons featuring in the Photographs or of any other third party who may incur damage as a result of such use. To that end you agree not to use the Photographs in a way which might be insulting, denigrating or defamatory or in any other way which might damage the image and reputation of the photographer who holds the copyright to the Photographs and/or of the persons featuring in the Photographs or of any other third party who may incur damage as a result of such use;
- Modify the Photographs in any way whatsoever or damage the integrity of the Photographs.

Copyright statements must be visibly shown on each reproduction of the Photographs.

You agree to comply with any instructions which may be issued by the holder(s) of the relevant intellectual property rights concerning the use and reproduction of the Photographs.

You acknowledge that the use rights relating to the Photographs as set out in these terms of use do not grant you any form of title or right of use over the Photographs other than as set out herein. You therefore agree to only use the Photographs in a way which does not give rise to any confusion in the minds of third parties about said title or rights of use.

- The SO! COFFEE logos owned by Lagardère Travel Retail (“Logos”)

The Company grants you the right to use, save, reproduce, copy and print out the logos that are contained in the website for your own personal, non-commercial use only. In doing so, you agree to comply with all intellectual property laws, such as the rules governing copyright and the laws applicable to trademarks and in general with any applicable national, European or international rule of law.

Therefore, you agree not to do any of the following:

- Reproduce the Logos, in whole or in part, for the purposes of sale, distribution, broadcast, publication or communication in any form whatsoever, without first securing specific written authorization from the Company;
- Modify the Logos in any way whatsoever and/or represent the Logos in a way which does not comply with the instructions (in terms of colour, size, etc.) concerning the reproduction of said Logos as described in the Company's graphic design charter that is available from the Foodservice Department (email: c.delmas@lagardere-tr.com);
- Use the Logos for commercial or promotional purposes or in any way which is likely to damage the image and reputation of the Lagardère Travel Retail group and/or of its senior officers and employees.

Wherever applicable, copyright statements must be visibly shown on each reproduction of the Logos.

You acknowledge that the use rights relating to the Logos as set out in these terms of use do not grant you any form of title or right of use over the Logos other than as set out herein. You therefore agree to only use the Logos in a way which does not give rise to any confusion in the minds of third parties about said title or rights of use.

5. Liability

The Company hereby disclaims liability for any misuse or illicit use or exploitation of any or all of the content of the Web Site.

The Company and/or any third parties who took part in creating the Web Site hereby disclaim any liability towards any user of this Web Site or other third party for any direct or indirect damage resulting from the use of the Web Site, or of any other web site that is linked to the Web Site via hyperlinks, such as loss of earnings, loss of business opportunities, loss of software programs or other data contained in the data management or processing system of the user, or other damage, even if the Company is expressly informed of the fact that such

damage is possible. Users who link to any external site via the Web Site do so at their own exclusive risk.

The Company does not guarantee the quality, accuracy, timeliness, order or exhaustiveness of the information or documents featuring on the Web Site, and is not under any obligation to update this information or documents.

The content of any information that is transmitted to the Company by users of the Web Site shall be deemed to be non-confidential and free of any rights. The Company shall be entitled to freely use any ideas, concepts, know-how or techniques that are transmitted to it for any and all useful purposes without any restriction; in particular, the Company shall be entitled to reproduce and disclose them to any third parties.

6. Modifications of the Web Site and of the terms of use

The information that is contained in the Web Site is not contractually binding and the Company may alter the contents of the Web Site as well as of these terms of use from time to time without notice. Any modifications that are made shall be binding upon you and we therefore recommend that you access the Web Site regularly in order to ascertain the terms of use that are currently in force.

7. Applicable law

The Web Site and these terms of use are governed by French law.

Should any dispute arise in connection with the use of the Web Site, it shall be brought before the courts of Paris, France, which shall have exclusive jurisdiction.