

TERMS OF USE

API VIGNOBLEEXPORT

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A. DEFINITIONS

API: Method allowing to arrange data exchanges between servers of different websites. An API is more specifically a set of URLs, it can receive and send data, it allows therefore the flow of data.

Application: Website, software, or any computer program able to communicate with the VignoblExport.com API through the Internet.

In addition to the capitalized terms defined elsewhere in these API Terms and Conditions, all other capitalized definitions used herein shall have the meanings defined in the General Terms and Conditions of Sale and Use published on the www.vignoblexport.com website at:

<https://www.vignoblexport.com/legal-mentions/>

B. PURPOSE

The site <https://extranet.vignoblexport.com> (hereafter "the Site") is published by SAS VIGNOBLEEXPORT. The purpose of this Site is to facilitate your access to delivery services (hereafter the "Services") by proposing to you offers of transport services adapted to your request and at the best cost, as well as by offering you the possibility of mandating VIGNOBLEEXPORT to have the appropriate order or any other transaction carried out by the carriers (hereafter the "Carriers") of your choice.

These VignoblExport.com API Terms of Service define the general terms of use of the VignoblExport.com API. If you want to use the VignoblExport.com API for any purpose, you must first create an account on <https://extranet.vignoblexport.com> by providing the correct contact information in the account creation form available on the Site. The User acknowledges having verified the adequacy of the service to his needs and having received from VIGNOBLEEXPORT the information and advice necessary for him to subscribe to the present commitment with full knowledge of the facts.

The present conditions of use of the VignoblExport.com API are completed by the general terms of sale and use published on the Site at the address:

<https://www.vignoblexport.com/legal-mentions/>

C. DESCRIPTION OF THE PROVIDED SERVICE

The purpose of the Site is to assist Users in the selection of Carriers and offers of Services available on the Site, to place orders on behalf of Users and to have these orders carried out by the Carriers according to their instructions.

On the Site, you give a mandate to VIGNOBLEEXPORT to order on your behalf the Services of the Carriers selected by you, after having validated the present General Terms and Conditions as well as the Specific Terms and Conditions of the applicable Carriers.

The use of the Vignoblexport.com API implies for each order of a delivery service the acceptance of the General Terms and Conditions of the Site in particular, and without limitation, article IX, as well as the Specific Terms and Conditions of the selected Carriers.

General conditions of the carriers available via the API:

- Chronopost
- DHL Express
- FedEx
- TNT Express
- UPS

To use VignoblExport.com API you must create and confirm an account on the Site.

By using VignoblExport.com API, you implicitly agree to be bound by these Terms and Conditions of Use and any revised or renewed version of these Terms and Conditions of Use as they may be published on the Site.

VIGNOBLEXPONENT may reject any request to use the VignoblExport.com API at any time and without reason.

VIGNOBLEXPONENT cannot be held responsible for damages of any kind that may be caused as a consequence of the rejection of your request.

D. USE AND RESTRICTION

D.1.1.General

In addition to the general terms and conditions of sale and use of the Site, the user of the VignoblExport.com API agrees to the following:

- All information provided for the purpose of creating an account is accurate and complete.
- All the information provided for the purpose of placing an order for the Services of the Carriers via the API is accurate and complete, in particular: weight, dimensions, contents, shipping and destination addresses.
- The user of the VignoblExport.com API is solely responsible for the use that he makes through the VignoblExport.com API of the services proposed by VIGNOBLEXPONENT.
- You must permanently be up to date with the amounts due to VIGNOBLEXPONENT within the framework of the use of your VignoblExport.com account.
- The User undertakes not to use the service in a way that could undermine its performance, its accessibility, and its availability.

VIGNOBLEXPONENT reserves the right to interrupt without notice the access to the Services via VignoblExport.com API in the case where the sums due to VIGNOBLEXPONENT within the framework of the use of the services through the API are not paid, and this in spite of the reminders sent by VIGNOBLEXPONENT to the User holding the associated account.

VIGNOBLEXPONENT also reserves the right to interrupt without notice the access to the Services via VignoblExport.com API following repeated and significant erroneous declarations on the information of the orders placed via the API, in particular if the dimensions and weight of your shipments are not correct and real. Article IV of the General Conditions of the Site details the consequences arising in this case, such as the issuance of additional invoices if your declaration on the weights and/or dimensions constitute an underestimation of the real weights and/or dimensions of your shipments.

D.1.2.Non-commercial use

VignoblExport.com API is released under the LGPL license (available at this address: <http://www.gnu.org/licenses/lgpl.txt>). You may not sell, rent, or sublicense VignoblExport.com API or your access to it. Any commercialization and/or paid availability of the service is strictly forbidden.

Furthermore, you will constantly protect the value and reputation of the Site and VignoblExport.com brand or name, to the best of your ability.

D.1.3.Authorized application

VignoblExport.com API is solely intended for Users whose application does not fall into prohibited categories, such as and not limited to:

- Sites that are offensive, defamatory, racist, xenophobic, negationist or that harm the honor or reputation of others.
- Sites inciting to commit an illegal act, a crime or an act of terrorism or apology of war crimes or crimes against humanity.
- Sites of a pedophilic nature.
- Online betting sites and online casino.
- And in a general way any site undermining public order and likely to constitute a violation of the legal or statutory provisions or to damage the image of VIGNOBLEXPOR

D.1.4.Pricing

The use of VignoblExport.com API (directly or through the VignoblExport modules/plugins) is free of charge subject to the consumption of Transport services at VIGNOBLEXPOR. VIGNOBLEXPOR reserves the right to charge for any use that would contravene this restriction and to cut off access to the API in case of non-recovery of the sums due.

D.1.5.Limitation of guarantee

In addition to the stipulations of the general terms and conditions of sale and use of the Site, VignoblExport.com API is provided without guarantee of any kind, whether express, implied, or statutory.

In particular, any implicit guarantee of availability and accessibility of the service, as well as any guarantee of reliability, accuracy or completeness of the results returned are excluded.

E. SUPPORT

The installation and/or configuration of the VignoblExport e-commerce module by our expert is not free of charge, price upon request.

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