Terms of Use Agreement

Effective Date: April 2023

1. INTRODUCTION

This Terms of Use Agreement (the “Agreement” or “Terms of Use”) applies to any and all websites associated with Na Pali SAS/Boardriders Europe and its affiliates and subsidiaries. (the "Company," "we," "us" and "our") and all affiliated domains that link to this Agreement including, without limitation the websites: www.quiksilver.com, www.roxy.com, www.dcshoes.com, www.billabong.com, www.rvca.com, www.elementbrand.com in Austria, Belgium, Denmark, Finland, France (including Monaco), Germany, Ireland, Italy, Luxembourg, Poland, Portugal, Spain, Sweden, Switzerland, the Netherlands, UK and www.brdclub.com in Austria, Belgium, Denmark, Finland, France (including Monaco), Germany, Ireland, Italy, Luxembourg, Poland, Portugal, Spain, Sweden, Switzerland, the Netherlands, UK (collectively referred to herein as the “Sites”).

By using the Sites, you agree to be bound by all the terms and conditions contained in this Agreement and any and all rules, guidelines and directions found throughout the Sites. Please read this Agreement carefully. This Agreement applies to all users of the Sites, including users who are viewers of material on the Sites and users who register for the Sites as set forth below in Section 8.

Your browsing on the Sites allows you to benefit from various services and advantages, such as in particular a personalized browsing experience, including in particular:

- the display of offers and products or services related to those you are looking for or viewing on our Sites with content or offers that may be of interest to you, and
- the display of personalized messages related to offers and products that you are looking for or consult on our Sites, or to content or offers that may be of interest to you.

You can thus discover and choose the offers that interest you, without having to navigate in spaces that do not correspond to your expectations. Obviously, your curiosity remains wide open, we are only accompanying you to ensure that it is satisfied.

These services and the features attached to your browsing on the Sites are not optional and constitute elements inherent in the performance of our services and your use of the Sites.

By using the Sites you also represent that you are at least 16 years old. Company does not knowingly collect personal data from users under the age of 16, unless consent is given or authorized by the holder of parental responsibility over the child. In the absence of such a consent or authorization, such users are expressly prohibited from submitting their personal data to us and any information submitted by such users will not knowingly be used, posted, or retained by us. IN THE ABSENCE OF THE AUTHORIZATION OF THE HOLDER OF PARENTAL RESPONSIBILITY OVER YOU, YOU MAY NOT USE OR REGISTER FOR THE SITES IF YOU ARE UNDER THE AGE OF 13. In addition, when you use any current or future version of the Sites, you also will be subject to the terms and conditions of this Agreement. Please print a copy of this Agreement for your records. We may, from time to time, modify the terms of this Agreement. When we make changes, we will post those in a new Terms of Use Agreement. Your use of the Sites following any such modification constitutes your agreement to the terms of the modified Agreement. You should visit this page periodically to learn of any changes to this Agreement.

2. SITE PUBLISHER AND HOST

2.1 Publisher

The Site is published by the French company Na Pali S.A.S, with a share capital of €5.067.884, whose head office is located in France at 162 rue Belharra 64500 Saint Jean de Luz, registered with the Trade and Companies Registry of

Bayonne, France, under number B 331 377 036, whose intercommunity VAT number is FR42331377036, whose email address is : privacy.EU@boardriders.eu and whose telephone number is +33 (0)5 59 51 77 33, hereinafter referred to as "Boardriders Europe" or "Us". The representative of Boardriders Europe for the Site is Mr. Nicolas Foulet, Directeur General.

2.2 Host

The Site is hosted by the company Salesforce.com, INC whose head office is located in the USA at The Landmark @ One Market, Suite 300, San Francisco CA, 94105.

3. PRIVACY

Please review our Privacy Policy, which also governs your visit to the Sites, to understand our privacy practices and your privacy rights. The terms and conditions of our Privacy Policy are incorporated herein and made a part of this Agreement.

4. CONSIDERATION

You acknowledge that this Agreement is supported by reasonable and valuable consideration, the receipt and adequacy of which is hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your use of the Sites and receipt of data, materials and information available at or through the Sites.

5. GOVERNING LAW - DISPUTE RESOLUTION

These Terms of Use have been made in, and shall be construed in accordance with, the laws of France, without giving effect to any conflict of law principles and provided that you cannot be deprived of the mandatory rules from your country of residence.

By using the Sites, you and the Company agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Sites, or the breach, enforcement, interpretation, or validity of these Terms of Use or any part of it ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent:

- to the Company at:
  Na Pali SAS / Boardriders Europe
  Attention: Legal Department
  162 rue Belharra - 64500 Saint Jean de Luz, France
  Or by email at: legal.emea@boardriders.eu
- to you at: your last-used billing address or the billing and/or shipping address that we may have on file for you

In accordance with the provisions of the French Consumer Code regarding the amicable settlement of the disputes, Na Pali SAS is registered to the French "FEVAD e-commerce Ombudsman Service". Provided that you have first taken steps with Na Pali SAS, your unresolved consumer Dispute may be brought before the Ombudsman Service. To learn more about the conditions under which your complaint can be brought before the Ombudsman, please click here: http://www.mediateurfevad.fr/index.php/espace-consommateur/

You may also address your complaint on the online platform made available by the European Commission at the following address: http://ec.europa.eu/consumers/odr/. The European Commission will then transfer the complaint to the relevant national ombudsmen.

Following the applicable rules on the mediation, you should have previously addressed the Dispute in writing to Na Pali SAS in order to reach an amicable solution.

SHOULD NO AMICABLE SOLUTION BE REACHED, ANY DISPUTE SHALL BE SETTLED BY THE COMPETENT COURTS HAVING JURISDICTION IN THE PLACE WHERE YOU HAVE YOUR RESIDENCE OR WHERE THE PRODUCT OR SERVICE HAS BEEN DELIVERED TO YOU.

6. RESTRICTIONS ON USE OF MATERIALS

Trademarks. Boardriders, Quiksilver, Roxy, DC Shoes, Billabong, Element and RVCA (including but not limited to their logo), and other trademarks, service marks, trade names, and trade dress indicated on our Sites are trademarks or registered trademarks of Company and its affiliates, licensors and licensees in the United States, European Union and other countries. All rights in such names are hereby reserved. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied on the Sites confers on you any license or right under any patent or trademark owned or controlled by Company or any third party.

Other intellectual property rights. All information, text, images, photographs, graphics, logos, animations, videos, music, user interface and other content and materials contained on the Sites are the intellectual property of Company or its third-party licensors to the full extent provided under the applicable law and all international copyright laws. Under applicable laws, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing, disseminating, or transmitting any of the contents of the Sites for any purposes. Nothing stated or implied on the Sites confers on you any license or right under any copyright of Company or any third party. The Sites and the information contained in reference herein are for your personal, non-commercial use only. Except as otherwise specifically permitted herein, you shall not broadcast, duplicate, copy, reproduce, edit, manipulate, modify, publish, rent, sell, publicly display, perform, distribute, transmit, or circulate to anyone the contents of the Sites, or use the contents of the Sites in litigation, or for any commercial or promotional purposes, without the express written consent of Company or its lawful successors and assigns. For usage permission, please contact us via e-mail at privacy.EU@boardriders.eu.

You are hereby granted a personal, non-exclusive and non-transferable right to use any material displayed on the Site for private use only and as part of the Service.

7. NOTICE OF COPYRIGHT INFRINGEMENT

We respect and honor the intellectual property of others. If you believe that your work has been copied and is accessible on the Sites in a way that constitutes copyright infringement, please provide our copyright agent with the following information:

(1) Identification of the copyrighted work claimed to have been infringed;
(2) Identification of the allegedly infringing material on the Sites that is requested to be removed;
(3) Your name, address, and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;
(4) A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
(5) A statement that the information in the notification is accurate and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
(6) An electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Our copyright agent for notice of claims of copyright infringement on the Sites is Company's Legal Department, who can be reached as follows:

Na Pali SAS
Attention: Legal Department
162 rue Belharra 64500 Saint Jean de Luz, France
Or by email at: legal.emea@boardriders.eu

8. REGISTRATION

You do not have to register to view the Sites. You can visit the Sites, read articles and other materials, browse merchandise, post comments and product reviews, and check on offerings without registering for a user account. You can also contact us about a particular video, picture, audio file or other posting without having an account. However, you must register for an account in order to access the full features of the Sites, including but not limited to the ability to purchase products through the Sites and to become a member of the Boardriders Club (as defined in Section 10 below). To register, you must create a user account, which requires you to provide your e-mail address, mailing address, gender, birth date, and select a password. When creating a user account, you must provide accurate, complete and updated registration information. Subject to our security obligations described in the Privacy Policy, you are solely responsible for the activity that occurs on your account, and you must keep your account password secure. Except in the case of a data breach due to Company, you are fully responsible for your failure to safeguard information and/or to permit any other person to access or use the Sites using your profile and/or account, and for all activities that occur under your profile and/or account. You may not sell or otherwise transfer your profile or account or any portion thereof. You must notify Company immediately of any breach of security or unauthorized use of your account that your become aware of. When a security data breach is likely to result in a high risk to your rights and freedoms, we shall communicate the security data breach to you without undue delay. Company will not be responsible for any losses caused by any unauthorized use of your account caused by your negligence. Company reserves the right to refuse registration or terminate, suspend, or cancel access to a user account at any time in its sole discretion. If we suspend or cancel access to your account, you may be prevented from accessing the Sites (temporarily or permanently), your account details and/or any files or other various Sites materials, including all text, comments, icons, images, messages, tags, links, photographs, audio, video and other content that are contained in or accessible through your account, all of which may be deleted by us. Such suspension or cancellation of your account will mean that you may lose access to all content submitted by you. You may also terminate or discontinue your own account at any time by sending an email request to privacy.EU@boardriders.eu.

9. RETURNS, REFUNDS, SHIPPING, AND ORDER CANCELLATIONS

Please review our **Returns**, and our **Shipping Methods and Timelines**, which also govern your visit to the Sites, as applicable. The terms and conditions of our these documents are incorporated herein and made a part of this Agreement.

10. COMMENTS

We welcome your comments and feedback about the Sites and our products. In addition, in some places the Sites enable users to post comments and product reviews which may be viewed by other users. If you post any comments, reviews, testimonials, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") on the Sites or sent to us, whether through the Sites, e-mail, facsimile, mail or by other means, you automatically grant, or warrant that the owner of such Comments has expressly granted the Company, for a duration of ten years and to the extent permitted by law, a royalty-free, full-paid, perpetual, irrevocable, worldwide, unlimited, nonexclusive, sublicensable, and transferable license to use, re-use, reproduce, sublicense, create derivative works from, modify, publish, edit, translate, distribute, re-distribute, transmit, print, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, import, perform, exhibit, and display the communication or content material in any media or medium, or any form, format, or forum now known or hereafter developed. The Company may sublicense its rights through multiple tiers of sublicenses. You should not submit any Comments to us that you do not wish to license to us. The Company is and shall be under no obligation (1) to maintain any Comments in confidence unless such Comments are not publicly available; (2) to pay any compensation for any Comments; or (3) to respond to any Comments. You grant the Company the right to use the name that you submit in connection with any Comments, pursuant to our Privacy Policy. You agree to the foregoing grant of rights, consents, and agreements whether or not your Comments are used by us.

In accordance with the applicable European regulations, you may exercise your right to access, correct, or delete and object by contacting us at : privacy.EU@boardriders.eu

You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm the grant of rights, consents, agreements, and waivers set forth in this Agreement with regard to the Comments publicly that you made publicly available.

Without limiting the scope of this section or any future grant of rights, consents, agreements, and waivers you may make with respect to Comments, you hereby ratify any prior grant of rights, consents, agreements, and waivers made by you with respect to Comments submitted by you to us.

11. LICENSE AND SITE ACCESS

Any element integrated in the Sites and put available to you by Company, especially and without limitation, any data, information, texts, files, images, animations, presentations, captions, graphics, photos, videos, logos, distinctive signs, software and trademarks (“Content”) are the exclusive property of Company and protected by the local and international applicable laws, regulations and treaties.

Any rights related to the intellectual or industrial property, trademarks, domain names and other distinctive signs displayed on the Sites and their Contents are the exclusive property of Company and you are solely liable for any unauthorized use or exploitation.

Company grants you a limited, revocable and nonexclusive license to access and make personal use of the Sites and Contents but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Company. This license does not include any resale or commercial use of the Sites or their Contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Sites or their Contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, spiders or similar data gathering and extraction tools. Neither the Sites nor any portion of the Sites or their Contents may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Company. You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Company and its affiliates, licensors or licensees without express written consent of Company. You may not use meta tags or any other hidden text using Company's brand names or trademarks without the express written consent of Company. Any unauthorized use will immediately terminate the permission or license granted by Company. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Sites so long as the link does not portray Company or its products or services in a false, misleading, derogatory, or otherwise offensive manner as determined by Company in its sole discretion. You may not use any Company logo or other proprietary graphic or trademark as part of the link without express written permission of Company. You may not make any other part of the Sites or their Contents, other than the home page of the Sites, available as part of another service by "deep linking," or otherwise, without prior written permission from Company. Any permitted links to the Sites and their Contents must comply will all applicable laws, rules and regulations.

12. THIRD-PARTY AND CO-BRANDED SITES

The Sites may contain hyperlinks ("links") to websites operated by persons or entities other than Company ("third-party Websites") or to co-branded websites operated by a third party, including Company's affiliates and licensees ("co-branded Websites"). We provide such links for your reference and convenience only. A link from the Sites to a third-party or co-branded Website does not mean or imply that Company endorses the content on that third-party or co-branded Website or the operator or operations of that third-party or co-branded Website. Company explicitly disclaims any responsibility for the accuracy, completeness or availability of information, content and materials found on any third-party or co-branded Website. Company does not endorse any of the merchandise, nor can we ensure that you will be satisfied with any products or services that you purchase from a third-party or co-branded Website. Company does not make any representations or warranties as to the security of any information, content or materials (including, without limitation, credit card and other personal information) you might be requested to give to any third-party. You hereby irrevocably waive any claim against Company with respect to information, content and materials contained on any third-party or co-branded Website, and any information, content and materials you provide to such third-party or co-branded Website (including, without limitation, credit card and other personal information). You are solely responsible for determining the extent to which you use any content at any third-party or co-branded Website to which you might link from our Sites. Your use of any website linked to from the Sites is subject to the policies and procedures of the owner of such website, and your use of all such websites is subject to such policies and procedures and not to the terms and conditions of this Agreement. You understand that by using any third-party Website linked to from the Sites, you may be exposed to content or other materials that are offensive, indecent, defamatory or

otherwise objectionable. We therefore strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third-parties.

COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES INCURRED AS A RESULT OF ANY DEALINGS WITH ANY THIRD-PARTY OR CO-BRANDED WEBSITE, ANY MERCHANT OR OPERATOR OF A THIRD-PARTY OR CO-BRANDED WEBSITE, OR ANY OTHER PERSON WITH WHOM YOU ENGAGE IN ANY TRANSACTION.

13. HYPERLINKS TO OUR SITES

You may not use or insert a hypertext link to our Sites without obtaining the prior written authorization of Company, and subject to link to our Sites' homepage without duplicating this homepage or any other page or Content of the Sites, and not to :

(a) insert a link to the Site from a service you are not the publisher of ;
(b) delete, edit or alter in any way the size or appearance of our logos or any other distinctive signs ;
(c) create a window, frame or any other web browser around the Sites or their Contents ;
(d) suggest in any way that Company endorses or guarantees the products and services available on the third-party service
(e) mislead any user or third-party or create a confusion regarding your relation with Company and not display false, deceptive, derogatory or deceitful information about Company
(f) use Company's trademarks, logos or any other Company's distinctive sign without prior written authorization from Company ; and
(g) include on your site or service items which may be defamatory, offensive, insulting, violating legal provisions regarding freedom of expression, violating third-party or individual rights or violating in any way the applicable legislations and regulations.

Company expressly reserves the right to revoke the authorization hereby granted and to take all necessary measures should you fail to comply with these terms. You may be held liable of any damage resulting from such a breach.

14. YOUR RESPONSIBILITIES

You agree to comply with all applicable laws in connection with your use of the Sites, and such further limitations as may be set forth in any written or on-screen notice from Company. As a condition of your use of the Sites, you warrant that you will not use the Sites for any purpose that is unlawful or prohibited by this Agreement. All information that you provide in connection with any interaction with the Sites or any co-branded Website must be accurate, complete, and current.
By using the Sites, you agree not to violate or attempt to violate the security of the Sites, including, by way of illustration but not limitation, actions such as accessing data not intended for you or logging into a server or account that you are not authorized to access; attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; attempting to interfere with service to any user, host, or network, including, without limitation, by way of submitting a virus to or overloading, "flooding," "spamming," "mailbombing," or "crashing" the Sites; sending unsolicited e-mail, including promotions and/or advertising of products or services; and forging any TCP/IP packet header or any part of the header information in any e-mail or posting.

15. TERMINATION OR RESTRICTION

Company may terminate or restrict your access to all or any part of the Sites at any time, with or without cause, with or without notice, effective immediately. You may also terminate your use of the Sites at any time, provided that all of the provisions of this Agreement, including, without limitation, ownership provisions, warranty and disclaimers shall survive any such termination.

16. DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY

THE SITES ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITES OR THE INFORMATION, CONTENT, THIRD-PARTY CONTENT, MATERIALS, PRODUCTS, SERVICES OR LINKED SERVICES PROVIDED ON OR THROUGH THE SITES, INCLUDING WITHOUT LIMITATION, THAT THE INFORMATION PROVIDED THROUGH THE SITES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS; THAT THE SITES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED; OR THAT THE CONTENT ON THE SITES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY INFORMATION ON THE SITES IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THESE CHANGES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITES IS AT YOUR SOLE RISK.

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND WITH THE EXCEPTION OF APPLICABLE LEGAL WARRANTIES, COMPANY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
IN NO EVENT WILL COMPANY, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITES, BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITES, INCLUDING, BUT NOT LIMITED TO, DIRECT OR INDIRECT DAMAGES OR ANY DAMAGES OF ANY TYPE OR NATURE ARISING OUT OF YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SITES OR ANY LINKED SITES OR SERVICES; IN THE EVENT A THIRD PARTY INTERCEPTS OR DECRYPTS ANY TRANSMISSION OF INFORMATION THAT YOU PROVIDE TO COMPANY THROUGH THE SITES; OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

17. PERSONAL DATA PROTECTION

The collection and processing of your personal data and browsing data in connection with your access and use of the Sites and our services are governed by our Privacy Policy, which forms an integral part of these Terms of Use.

18. MISCELLANEOUS LEGAL PROVISIONS

Company may discontinue the Sites at any time and for any reason, without notice. To the extent permitted by applicable law, Company may change, suspend, or cancel the contents, operation, or any and all other features of the Sites at any time for any reason, without notice.
You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or your use of the Sites. Nothing contained in this Agreement is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by us with respect to such use. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
Company's failure to enforce any provision of this Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches. You shall not resell or assign your rights, duties or obligations under this Agreement, and any attempted assignment or delegation will be void and of no force or effect whatsoever. This Agreement may be automatically assigned by Company, in our sole discretion, to a third party, and such an assignment will inure to the benefit of our successors, assigns and/or licensees. Without limiting the foregoing, we may sell, transfer or otherwise share some or all of our assets, including your personal data, with any parent company, subsidiary, joint venture, and

a company under our common control, as well as with a potential acquirer, lender, or investor, including in connection with a merger, reorganization, or sale of assets, or in the event of bankruptcy. In each such event, the personal data we have collected from you may be one of the assets transferred to such entities, located inside or outside the European Union. In any case, we shall remain compliant with our Privacy Policy.

If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

This Agreement constitutes the entire and final agreement regarding the Sites and its Contents, and supersedes any prior or contemporaneous communications between you and Company regarding the Sites and their contents.

All rights not expressly granted herein are hereby reserved to Company.

19. CONTACT US

If you have any questions or concerns regarding the Sites or this Agreement, please contact us by e-mail at privacy.EU@boardriders.eu or write to us at the following address:

Na Pali SAS
Attention: Legal Department
162 rue Belharra
64500 Saint Jean de Luz
France