

Terms of use

1. Acceptance and modification of the terms of use

1.1 Your access to and use of the web sites ("Sites") of Sarah Marquis Sàrl ("Letters from the Explorer- sarahmarquis"), including all companies affiliated with Sarah Marquis, are governed by these terms of use ("Terms of Use"). By accessing, browsing and using our websites, you acknowledge that you have read, understood and accepted without reservation the Terms of Use, as amended by us from time to time.

1.2 If we decide to change our Terms of Use, we will post the new version on our Sites. We therefore invite you to consult these Terms of Use from time to time to take note of any changes.

2. Copyright and intellectual property

2.1 The content of our Sites and in particular, the texts, trademarks, logos, graphics, photographs, videos, sounds, music, layouts, designs, know-how, products and processes, are the property of Sarah Marquis Sàrl or its affiliates or are used with the authorization of the owners and as such are protected by their copyrights, trademark, patent and any other intellectual property right recognized to them according to the laws in force.

2.2 Except as provided in Article 3 below, nothing on our Sites shall be construed as granting any license or right to use any material displayed on such Sites.

3. Use of the Sites

3.1 You may download, display or print the content of our Sites only for your personal, non-commercial use, remembering and reproducing any copyright or other proprietary notices contained in the information or other material you download. Any other use, including the reproduction, modification, distribution, transmission or broadcasting of the elements of the Sites, in whole or in part and by any means, is strictly prohibited, without the prior written consent of Sarah Marquis Sàrl.

3.2 **Sarah Marquis Sàrl** does not warrant that your use of materials displayed on its Sites will not infringe rights of third parties.

4. Information considered non-confidential

4.1 Any personally identifiable data and information you transmit to our Sites via the Internet is protected and handled in accordance with our Privacy Policy. We invite you to read this Privacy Policy carefully before entrusting us with your personally identifiable data and information.

4.2 Any other information or material you transmit to Sarah Marquis via the Internet, by e-mail or otherwise, including dates, questions, comments, suggestions, ideas, graphics, etc., will not be treated as confidential or proprietary. Anything you transmit or upload will become the property of Sarah Marquis and may be used without restriction for any purpose including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and upload. Specifically, Sarah Marquis shall be free to use any ideas, concepts, know-how or techniques contained in any communication you send to its Sites for any purpose whatsoever including, but not limited to, developing, manufacturing, advertising and marketing products using such information. Any use of such information submitted by you will be without compensation to you or any third party.

4.3 By transmitting information, you warrant that the material transmitted is your property, that it is not defamatory and that its use by Sarah Marquis will not violate any right of a third party. Sarah Marquis will not be obligated to use any information submitted.

5. Limitation of liability

5.1 You access, use and browse our Sites at your own risk.

5.2 You acknowledge and agree that to the fullest extent permitted by applicable law, Sarah Marquis, its affiliates or the companies that have participated in the creation, production or delivery of the sites, shall not be liable for any direct, indirect, incidental or consequential damages, costs, losses, reduction in sales or profits, or liabilities of any kind whatsoever (even if the occurrence of such damage was known to or could have been foreseen by Sarah Marquis), which may result from the use or, on the contrary, the impossibility of using the sites or their contents.

5.3 Any use of materials downloaded or otherwise obtained through the use of our sites is at your own risk.

5.3 Sarah Marquis assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Sites or your downloading of any materials from the Sites or your unauthorized intervention in computer systems.

5.4 Sarah Marquis reserves the right to interrupt or suspend any or all features of its Sites. Sarah Marquis accepts no liability whatsoever for any interruption or suspension of any or all features of its Sites resulting from the actions or omissions of Sarah Marquis or any third party.

6. Modification of information

The content of our Sites may include inaccuracies or errors. Sarah Marquis reserves the right, at any time and without notice, to modify, correct or improve such content, but shall not be liable for any such errors or inaccuracies.

7. Links

7.1 As a service to our visitors, our Sites may contain hypertext links to other Internet sites that are neither operated nor controlled by Sarah Marquis. Sarah Marquis cannot be held responsible for these sites and declines all responsibility for their content, legality, accuracy or function

9.2 Toute création d'hyperliens avec nos Sites est interdite sans accord préalable écrit de **Sarah Marquis**.

8. Miscellaneous

8.1 These Terms of Use constitute the entire agreement between Sarah Marquis and you with respect to your access to and use of the Sites and their contents. Any other provisions set forth by Sarah Marquis governing its relationship with you, in particular with respect to a service or the purchase of a product, supplement the Terms of Use. In the event of contradiction between them, priority is given to the other provisions.

8.2 The fact that Sarah Marquis tolerates your failure to comply with any of the obligations set forth in the Terms of Use, or to enforce any right granted to it by the Terms of Use or by law, shall in no event be construed as a waiver by Sarah Marquis of its right to do so.

8.3 If any provision of the Terms of Use is held to be unlawful by any present

or future law, regulation or court decision, such provision shall be deemed to be unwritten, and all other provisions of the Terms of Use shall remain in full force and effect as between you and Sarah Marquis.

8.4 The titles of the articles in the Conditions of Use are for information purposes only and may not alter or modify the conditions in any way whatsoever.

2023 Sarah Marquis Sàrl

Terms and conditions of sale

1. Introduction

The following provisions are governed by these General Terms and Conditions of Sale: all orders placed by a private individual, hereinafter referred to as "you" or "the customer", with Sarah Marquis Sàrl, hereinafter referred to as "Sarah Marquis", "we" or "us", a company registered in the Commercial Register at Av. Ritz 33, 1950 Sion in Switzerland, by mail order (letter, telephone, Internet), of books, letters included in the offers intended for private individuals, as well as complementary products and accessories intended for this product range (hereinafter the "Products").

Before using the Sarah Marquis website and associated pages (hereinafter "the website") and/or placing an order, we advise you to read carefully all the provisions of these General Terms and Conditions of Sale as well as the Privacy Policy and any other provisions that may appear on this website in connection with specific promotions or campaigns.

Each order placed with Sarah Marquis or one of its affiliated companies is governed by these General Terms and Conditions of Sale. Unless otherwise stated in these Terms and Conditions, they apply to the exclusion of all other conditions.

Our General Terms and Conditions of Sale may be modified when a new version is published on this website at a more recent date. We invite you to read our General Terms and Conditions of Sale regularly in order to be informed of these modifications. The Terms and Conditions that apply are those in force at the time you order Products from us, unless a change to them is required by law or governmental authority (in which case it will apply to orders previously placed by you). You may exercise your right to cancel if you are not satisfied with the changes applied to your order.

All orders placed on this website can be delivered in Switzerland or anywhere else in the world.

2. Orders

2.1 Registration

The prerequisite for placing an order is the transmission of personal information for your registration, such as your name and e-mail address. This information must be accurate and up-to-date.

Please inform Sarah Marquis of any changes to your address or other information by emailing sarah.marquis@sarahmarquis.ch, so that we have accurate data to process your requests and orders.

2.2 Order process

You can place your orders :

- online at www.lettersfromexplorer.com
- online at www.sarahmarquis.com

To place an order for Products on this website, simply click on the "Add to basket" button and validate the order on the payment page.

Sarah Marquis offers its Products for sale on its website while stocks last.

After placing an order on the website, you will have access to the order confirmation page so that you can check the order and the total amount.

Once you have accepted the General Terms and Conditions of Sale, you will be asked to enter your payment details to finalize your order.

Never include your debit or credit card details in a letter or fax.

2.3 Order confirmation

Once you have placed and confirmed your order(s), Sarah Marquis will confirm receipt of your order(s).

After confirming receipt of your order(s), Sarah Marquis will check the availability of the Products concerned. A contract for the sale of Products between you and Sarah Marquis will only be concluded when Sarah Marquis has confirmed that all or part of the Products are still available and has sent you confirmation that the contract has been concluded.

To the extent permitted by law, Sarah Marquis may refuse, cancel or discontinue any order for any reasonable reason at any time. For example, we may refuse an order if a Product is totally or partially unavailable after the order has been validated. In this case, you will be informed of the delivery of a partial order or of the cancellation of your order. If you have already paid for some or all of the Products, we will refund the full amount of the Products concerned and any delivery charges invoiced as soon as possible. Sarah Marquis may also refuse an order in the event of a dispute concerning the payment of previous orders or in the case of abnormal orders and orders for which Sarah Marquis suspects that they have not been made in good faith.

2.4 Price

The prices quoted for the Products you order are those quoted on this website on the date you place your order, inclusive of all sales taxes.

Delivery charges, if applicable, will be billed at the rates indicated on the website on the date you placed your order and calculated according to the volume of your order and the delivery method selected. We will indicate the delivery charges applicable to your order at the payment stage and before your order is confirmed.

Sarah Marquis reserves the right to modify the prices of its Products in the future. Price changes will not apply to orders for Products confirmed by Sarah Marquis.

2.5 Payment

Payment must be made by the method you have selected at the checkout stage of your order. Payments can be made by credit or debit card (PostFinance) or any other payment method offered by Sarah Marquis.

For security reasons, your card details are encrypted during all transmissions. Depending on the payment organization or service, payment by credit card may require authorization or be made in several steps. Should Sarah Marquis not receive such authorization, Sarah Marquis reserves the right to cancel your order.

In the event that your credit card or debit card (PostFinance) cannot be charged, Sarah Marquis will place your order on hold and send you a message stating that the payment has failed. No order will be shipped without confirmation that payment has been authorized or processed. Sarah Marquis reserves the right to refuse any new order until the balance due has been paid in full.

3. Delivery

3.1 Deliver

All orders confirmed by Sarah Marquis will be delivered to the delivery address specified when you placed your order.

Sarah Marquis and/or companies authorized by Sarah Marquis may contact you by SMS, telephone and/or e-mail and provide you with information concerning your order and its delivery.

Sarah Marquis makes every effort to make standard deliveries (subject to availability and receipt of funds).

In order to deliver orders on time, Sarah Marquis endeavours to hold sufficient stocks of Products. Nevertheless, it is possible that stocks of certain Products may be insufficient to enable all orders to be delivered on time. In such cases, you agree that Sarah Marquis may make partial deliveries or postpone delivery without being considered in default. Orders for Products available in limited quantities (e.g. Limited Editions, etc.) are accepted only if stock levels permit.

3.2 Default and transfer of risk

Sarah Marquis reserves the right to withdraw from the contract and to demand the return of the Products in the event that you fail to pay all sums due following the conclusion of the contract. All costs mentioned in the order confirmation are included.

All risk of loss or damage to the Products passes to you (or anyone acting on your behalf) when you accept delivery.

3.3 Product verification

At the time of delivery, we ask you to check the items delivered. Products must be intact, undamaged, dry and not have been modified in any way.

In the event that you notice damage or missing items, you must report it no later than seven (7) days after delivery to sarah.marquis@sarahmarquis.com. In this case, Sarah Marquis will provide you with identical replacement Products.

4. Liability

The photographs and texts presented as illustrations and descriptions of the Products on this website are non-contractual and given for information purposes only. Sarah Marquis cannot be held responsible for any errors or omissions in the illustrations or texts displayed on this website.

Without limiting the scope of these General Terms and Conditions of Sale and to the extent permitted by applicable law, no claim of any kind with respect to delivered Products or failure to deliver Products or for any other reason shall exceed the purchase price of the Products in relation to the damages claimed. In no event shall Sarah Marquis be liable for any indirect, incidental or consequential damages of any kind (even if the threat of such damages was known or should have been known to Sarah Marquis), arising out of or in connection with the Products offered on this site, or the use or sale of such Products.

We expressly disclaim all liability for any loss or damage you may incur as a result of your failure to comply with these Terms and Conditions. We only supply Products for personal and private use. You agree not to use these Products for any commercial, professional or resale purposes. We accept no liability for any loss of profit, loss or interruption of business or loss of business opportunities.

Nothing in these Terms and Conditions excludes or limits our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; (iii) defective Products; or (iv) any other matter for which it would be unlawful for us to exclude, or attempt to exclude, our liability.

5. Cases of force majeure

Sarah Marquis will make every effort to fulfill its obligations. Nevertheless, Sarah Marquis shall not be liable for delays or non-deliveries caused by circumstances beyond its reasonable control ("force majeure"). These circumstances include, without limitation, strikes and industrial action by third parties, riots, revolts, wars, natural disasters or any other situation that makes the production, transportation or delivery of Products impossible or impractical.

In the event of a delay resulting from a case of force majeure, Sarah Marquis' obligations will be suspended and the period of performance of our obligations will be extended for the duration of the event. Sarah Marquis will honour its obligations as

quickly as reasonably possible. Sarah Marquis reserves the right to allocate any remaining Product among its customers in a fair and reasonable manner.

6. Applicable law and competent courts

These Terms and Conditions and your purchase of Sarah Marquis Products shall be governed by and construed in accordance with the laws of Switzerland without regard to its conflict of law provisions.

Any dispute or claim arising out of or in connection with these Terms and Conditions of Sale of Sarah Marquis Products (including non-contractual disputes and claims) shall be governed by Swiss law.

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Additional terms and conditions

These Terms and Conditions govern your agreement with Sarah Marquis Sàrl for a Letters from the Explorer subscription. By choosing to take out a Letters from the Explorer subscription, you accept these Additional Terms and Conditions, in particular the minimum commitment period of 6 or 12 months. This subscription is not automatically extended. Renewal requires a new action on your part.

Cancelling your subscription

You can cancel your subscription at any time. However, you will not be refunded the amount paid for a 6- or 12-month subscription. However, letters will not be sent to you upon cancellation. To cancel your subscription, please send an e-mail to sarah.marquis@sarahmarquis.ch

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