

TERMS OF SERVICE (EXCLUSIVELY FOR PROFESSIONALS)

1. SUBJECT

The terms of service ("Terms of service") are intended to govern the supplying of the service provided by the company 24h00 (hereinafter the "Service") via the website www.boosket.com ("Site"). This service offers the ability to traders or natural or legal persons who regularly perform commercial transactions as usual on consumer goods (clothes, shoes, fashion accessories, household appliances, hardware etc ...) which are already sold in real or online stores ("Item(s)") to create windows and / or virtual stores on the websites and mobile www.facebook.com ("Facebook ") and / or www.google.fr/shopping (" Google Shopping "). The window(s) and/or store(s) generated through the Service on Facebook and / or Google Shopping is(are) referred to as "Shop(s) ", noting that the Service will not permit the sale of Items on Google Shopping.

The purpose of the Service is to provide an exposure of the Shops and the marketing of Items, according to predefined criteria, to Internet users ("Users").

2. OPERATOR OF THE SERVICE

The Service is operated by the Company named 24H00, hereinafter called Boosket as part of the operation of the Service ("Boosket"), a French private company with limited liability (Société Anonyme) with a share capital of € 1,798,470, with its registered office and principal place of business at 10 rue Charlot, 75003 Paris France, registered with the Registry of Commerce and Companies of Paris under Number 491.147.575.

3. SERVICE EXCLUSIVELY FOR PROFESSIONALS

The Service is not intended for non-professionals and is exclusively intended for professionals, i.e. natural persons who have attained the age of majority and legal persons, operating regularly for a gainful activity, in the areas of Items selling ("Professional(s)").

As soon as he subscribes to the Service, the Professional will be hereinafter referred to as "Customer".

In the following Terms of service, Boosket and the Customer will be individually or collectively referred to as the(s) "Party(ies)".

4. DURATION OF THE SERVICE

4.1. The Service is made for a period of one (1) year ("Contractual Duration"), automatically renewable on each anniversary date of the registration to the Service by the Customer, for periods of the same Contractual Duration, except if the Customer terminates the Contract (as defined in section 5.2. below) by sending a registered letter with return receipt that clearly expresses its intention not to renew the Contract for a new Contractual Duration, sent at least one (1) month before the date of renewal of the Contract:

24H00 - Boosket
Termination Service
10, rue Charlot | 75003 Paris - France

4.2. Upon his first registration to the Service, if the Customer chooses to pay its Package (such as "Package" is defined in section 7 below), on a monthly basis, then the Customer has one(1) month of free use of the Service, being specified that he will be allowed during the calendar month of free use, to decide not to be bound to the Contract during a Contractual Duration, by sending to Boosket a registered letter with return receipt to the address mentioned in section 4.1., seven (7) days before the last day of the free calendar month (as attested by the date of the postmark). In case the Customer failed to notify to Boosket its intention not to be bound to the Contract for the Contractual Duration in the hereabove described procedure, the Customer will be bound by the Contract at least for a Contractual Duration and will have to pay the invoices sent by Boosket.

4.3. It is expressly accepted by the Customer that in case he did not inform Boosket of the non-renewal of the Contract at least one (1) month before the anniversary date of the Contract, he will be bound by the Contract at least for the following Contractual Duration and will have to pay the invoices sent by Boosket.

4.4. As of the effective date of termination of the Service, the Customer's Personal (as defined in section 7.1.1 hereunder) will no longer be accessible and the Contents (as defined in section 7.1.2 hereunder) will be removed and the Customer will no longer be allowed to use the Service.

In case the Contract is terminated, for any reason whatsoever, Boosket has no obligation to keep such Content. This is expressly agreed by the Customer.

5. ACCEPTANCE OF THE TERMS OF SERVICE, CONCLUSION OF THE CONTRACT BETWEEN THE PARTIES AND MODIFICATION OF THE CONTRACT

5.1. By subscribing to one of the Packages proposed for the Service (as defined in section 7) and by validating the Terms of Service, the Customer acknowledges that he has read and accepted them in full, without any restriction. Any membership with restriction will be considered null and void. In such a case, Boosket is allowed to terminate the Service.

5.2. The Member will be deemed to have accepted the Terms of service by checking the tab under the Terms of service. As soon as the Terms of service have been accepted or are deemed to have been accepted and the Professional has chosen the Package that he wants to subscribe to, the Parties shall be deemed to have concluded a contract ("Contract") for a Contractual Duration.

5.3. The Customer expressly acknowledges and accepts that the evidence of his acceptance of the Terms of service may be proven by the timestamp logins and acceptance of the Terms of service on the Boosket computer servers indicate that the tab that is materializing the consent to the Terms of service have been checked by the Customer.

5.4. The initiation of use of the Service by the Customer, necessarily subsequent to the acceptance of the Terms of Service, proves irrevocably the acceptance of the Terms of service.

5.5. Boosket is allowed to change the Terms of service and/or tariff conditions applicable to Packages on each anniversary date of renewal of the Contract. In such a case, Boosket will inform the Customer, in the renewal invoice of the Contract, of the modification of the Terms of service and/or of the tariff conditions applicable to the renewal of the Contract. If the Customer refuses to subscribe to the new Terms of service and/or new tariff conditions, he shall inform Boosket by a registered letter return receipt, of his refusal to accept these, not later than fifteen (15) days after he received the receipt of the invoice that is informing him of these changes. After this period of fifteen (15) days, the Customer will be deemed to have accepted the new Terms of service and/or new tariff conditions. The non-acceptance by the Customer of a modification of the Terms of service and/or

tariff conditions implies the termination of the Contract, excluding any claims for compensation or indemnity for whatever reason by the Customer.

6. REGISTRATION TO THE SERVICE

The registration to the Service is made as follows:

- The Professional accesses to the Site and provides an email address;
- He creates a password which will be personal to him;
- Then he selects a Package as defined in section 7 hereunder;
- He selects a means of payment, by providing his Paypal identifier (see condition of registration to PayPal by clicking here: www.paypal.com), or by leaving his credit card details, noting that in case Customer chose a monthly payment, the first payment will only be made at the end of the first month of free use of Service;
- If Customer intends to create a Shop for the sale of Items via Facebook, he first must have a Facebook account that administrates a "Fan" page proposed by Facebook and accept to comply with all the Facebook terms of service (see <https://www.facebook.com/policies/>);
- The Professional accesses the Website and click on the "Create my f-Shop" tab then on the "Create Your Own Shop" tab;
- Then the Professional completes the required information on the registration form. Information marked with an asterisk must be completed. Otherwise, the Service's registration cannot be made;

It is hereby specified that that for his registration, the Professional shall only provide true, current, accurate and truthful information. He shall spontaneously update any change in his information and prevent Boosket of these changes as soon as possible. If one or more of these information are false, untrue, inaccurate, not current or incomplete, Boosket is allowed to terminate the Contract in accordance with the provisions of section 15 hereunder.

7. DESCRIPTION OF THE SERVICE

As of November, 15th of 2012, Boosket provides four (4) Packages of Service which are the following ("Package(s)": "Start", "Premium", "Agency" and "Gold." The Features offered by each of these Packages and their prices are defined hereafter <http://www.boosket.com/en/price-n-functionnalities/>

Boosket is allowed to change the number of proposed Packages by publishing the new Terms of service. The Contract shall remain in force between the Parties and this is expressly accepted by the Customer.

Subject to full compliance to the provisions of sections 3, 4, 5 and 6 of the Terms of service, Boosket provides the Member, to the exclusion of any other service, the Service corresponding to the chosen Package, under the following conditions:

7.1. SUPPLYING OF A DEDICATED AND CUSTOMIZED SPACE

7.1.1. OPENING AN ACCOUNT

Membership to the Service leads to the activation of an account ("Account") specific to the Customer and which allows him to get one or more personal space ("Dashboard") from which he can manage/operate his Shop.

7.1.2. CONTENTS

The Dashboard allows the Member to arrange the Shop in order to place all the elements in relation with the graphic universe he wants to give to his Shop and the Items he wants to expose or sale to Users ("Content").

Boosket provides the Customer some tools that help him, according to the chosen Package:

- To post a blurb and photos to highlight his Shop(s);
- To manually post each Items Catalogues Items or to download his Items catalog (limited in Packages Start, Premium and Agency, and unlimited in Package Gold), directly from the Dashboard under the conditions explained here (<http://support.boosket.com/en/products-import/>) to promote and sale the Items in case the Customer operates a Shop on Facebook. The Customer may then modify its Items catalog through his Dashboard;
- To arrange and customize its Shop(s) and to expose Items along with their description, and especially their size, weight, available colors, price, sales pitch, it being understood that this description, that can only be made by the Customer, must comply with legal obligations in this regard;
- To organize promotional campaigns for the Users, if the chosen Package permits it;
- To manage available Items in the Shop if the Customer can sale Items in his Shop(s);
- To access to commercial and social statistical analyzes concerning the Shop(s) (i.e., the number of Users who have visited his Shop(s), the number of Items that have been sold in the Shop(s) and the revenue generated, Items that have been published on the Users Facebook pages and how much etc...);
- To upload his own general terms and conditions of sale which the Customer wishes to submit to the users in his Shop, provided that the legality of these general terms and conditions of sale are the Member's sole responsibility;
- Exclusively with the Gold Package excluding the three other Packages, to install his own bank payment system, if his bank payment system is compatible with the Service;

Only Customer will have the control of his Shop and his Dashboard.

Notwithstanding the foregoing, the Customer already authorizes Boosket to make any change in his Shop, when such changes appear necessary in the interest of the Customer or Boosket. Customer will be informed by email within forty-eight (48) hours after the change has been made by Boosket.

7.1.3. PERSONAL USE

Dashboard is intended for the personal use of the Customer who undertakes therefore not to allow any third party to use, in his place or on his behalf, identifiers and passwords needed to access his Dashboard(s). In case Customer allows one or several third parties to use them, he will have to assume full responsibility for that.

The Customer shall also be responsible for maintaining the confidentiality of his identifier and password for the use of the Service, as well as for his Facebook account. In case of breach of any provision of this section, Boosket is allowed to suspend or prevent access to the Member's account at any time and without any notice, and is keeping his right to terminate the Contract in the conditions defined in section 15 hereunder. The Member shall immediately contact Boosket by sending him an email to the address referred to in section 16 of the Terms of service, in case he noticed that his account has been used without his consent. Customer already allows Boosket to take all appropriate action in such cases.

7.2. ONLINE PUBLISHING OF THE SHOP

Only Boosket can decide of the technical means permitting the on-line publishing of the Shop, of its location and of the material resources that will be used to make it available to Users on Facebook and/or Google Shopping.

7.3. NON-COMMERCIAL USE

Without prior written approval by Boosket, Customer agrees not to monetize, sell, lease, exchange, and more generally negotiate some or all access to his Dashboard. In case of violation of this provision, Boosket shall have the right to suspend or close the Customer's account at any time and without prior notice.

Notwithstanding the last paragraph of section 7.2 and section 7.3, Boosket may authorize a third party to access the Service in a manner to be provided by Boosket when the Customer will request it to Boosket.

8. COMMUNICATION

Throughout the Contractual Duration, and in the context of their own communication policy, each Party is expressly authorized by the other Party to freely give the name of the other Party and to reproduce the other Party's logo as a trade reference and:

- The Member is allowed to freely refer to the Website;
- Boosket is allowed to freely refer to the Customers' Shops by associating them with his own name.

More generally, the Customer acknowledges to be aware and accepts that Boosket may spread any advertising and promotional online and offline content, on the Customer 'Shop (s).

9. TARIFF CONDITIONS

9.1. FORMULAS 'PRICES

For the Service and depending on the chosen Package, the Customer shall pay Boosket for the invoices corresponding to the all taxes included amounts, such as described hereinafter:

- Start Package: One Euro (€ 1) per month for twelve (12) months (thirteen (13) months for the first Contractual Duration) or ten Euros (€ 10) for one (1) year to be paid upon the Service subscription;

- Premium Package: Twenty-nine Euros (€ 29) per month for twelve (12) months (thirteen (13) months for the first Contractual Duration) or two hundred twenty-eight Euros (€ 228) for one year to be paid upon the Service subscription;
- Agency Package: Fifty-nine Euros (€ 59) per month for twelve (12) months (thirteen (13) months for the first Contractual Duration) or five hundred ninety Euros (€ 590) for a year to be paid upon the Service subscription;
- Gold Package: Two hundred and ninety Euros (€ 290) per month for twelve (12) months (thirteen (13) months for the first Contractual Duration) or two thousand nine hundred and ninety euros (€ 2,990) for one (1) year to be paid upon the Service subscription.

However, the tariff conditions of Packages can change from one country to another, depending on the currencies and their prevailing rates.

9.2. PAYMENT OF THE SUBSCRIPTION

The payment corresponding to a given period due to Boosket by the Customer can be either made through the Customer's PayPal account or with his credit card ("Payment").

For each new Customer, the first (1st) month of use of the Service is free if the Customer chooses the monthly Payment.

Payment shall not be made later, by direct debit on the Customer's PayPal account or credit card:

- that the Customer's subscription day to the Service or at the renewal date of the Contract in case of yearly Payment;
- that the last day of the month preceding the month concerned by the Payment in case the Customer chose the monthly Payment but in the end of the first free month of use in case of a first registration.

9.3. CONSEQUENCE OF NON-PAYMENT OF THE CUSTOMER

It is expressly agreed between the Parties that the Service will be available for the benefit of the Customer as of full Payment of the monthly or annual Payment.

Any delay in Payment will lead Boosket to suspend the Service without prior notice, for a period that could last one (1) month. During this period, the Contract could be terminated at the initiative of Boosket fifteen (15) days after Boosket has sent to the Customer by a registered letter with return receipt, an unsuccessful formal notice in order to regularize the Payment.

In case of termination due to Customer's fault, all the Contents of the Customer's Shop(s) will be deleted, the Customer will no longer have access to his Dashboard and his Shop will be permanently closed.

The termination due to the Customer's fault will lead to the consequences described in section 15 of the Terms of service.

10. OBLIGATIONS OF THE CUSTOMER

10.1. OBLIGATIONS CONCERNING THE ITEMS

The Customer agrees to only exhibit in his Shop legitimate Items, which are not contrary to morality nor infringe any of third party's rights and that shall be expressly authorized to sell the Items, including on Internet and mobile Internet.

10.2. SETTING OF THE ITEMS' SALE PRICES

Customer sets Items' sale prices that are displayed in his Shop and Customer shall assume a full responsibility for that.

The Items' prices are all taxes included and in the currency chosen by Customer, provided that Items' prices shall remain in force as long as Items appears in the Shop.

Items' prices shall not include delivery costs, it being understood that the Customer will solely assume the responsibility of the Delivery of the Items.

10.3. INFORMATION ON ITEMS

Customer is solely responsible for compliance of Items' information and descriptions that are displayed in his Shop.

Customer commits to strictly comply with all legal and regulatory requirements applicable and in particular those relating to legal information due to consumers.

Customer shall assume full responsibility for labeling and information relating to the Items sold in the Shop.

10.4. OBLIGATION OF MONITORING AND SUPPLY OF SHOPS

Customer commits to only display in Shops, for marketing or displaying, Items that are in stock. Consequently, Customer undertakes to keep up-to-date the Shops, in order to be able to honor any orders placed by Users through the Shop(s).

10.5. ACCOUNTING AND TAX OBLIGATIONS

Customer will be personally responsible for all tax and accounting obligations imposed by the laws and regulations in respect of its business.

In particular, Customer shall assume full responsibility concerning his statements in relation to VAT.

10.6. OBLIGATIONS OF COMPLIANCE WITH ALL THE PROVISIONS OF TERMS

In general, Customer must scrupulously respect all the commitments under the Terms of service.

Any behavior that could lead to interrupt, suspend, slow down and prevent the continuity of the Service (i), any intrusions or attempted intrusions into the Site and / or Facebook and / or Google Shopping systems (ii), any diversions of the Site and Facebook and Google Shopping system resources (iii), any actions that could lead to impose a disproportionate burden on the Site and Facebook and Google Shopping infrastructures (iv), any attacks to security and authentication measures (v), and any acts that could lead to prejudice the Boosket or Users rights and financial, commercial and moral interests (vi) are strictly forbidden to Customer.

10.7. REQUIREMENTS FOR PERSONAL DATA

Customer may not use Users' contact details for other purposes than the ones that led User to reveal these information to him.

Moreover, knowing that the Shop is hosted on Facebook, Customer commits to respect the privacy policy of data introduced by Facebook (<https://www.facebook.com/about/privacy/>)

10.8. INSURANCE

Customer undertakes to purchase all necessary insurances that are covering professional risks of his business and to justify of that to Boosket at the Boosket's first request.

11. CUSTOMER'S WARRANTIES

The Member guarantees Boosket against any complaint, claim or action by a third party in connection with:

- his professional activity and the regulation that rules his activity, in particular, concerning advertising;
- his Shop(s), his Contents or Items displayed in the Shop, of any kind or form whatsoever (visual, editorial and graphics Contents, brands, Items, etc ...), which remain(s) under the sole and entire Customer's responsibility, including in terms of respect of intellectual property and people's rights, the rights of individuals or, without this list being exhaustive, in terms of consumer law and regulations applicable to Items. To this end, Customer undertakes to take all appropriate measures to require from all interested third parties authorizations that may be required. He guarantees Boosket that his Shop, his Contents and his Items are not illegal, unlawful and contrary to public order and morality;
- In general, any act which Customer would be responsible towards third parties.

In case Boosket would be receiving such a complaint, Customer commits to deal with that complaint without any delay after having been informed of it by Boosket and find any solution to solve it. Customer undertakes to indemnify Boosket of all convictions, costs, charge and in general, for any expenses that Boosket should engage to defend or which it should bear the burden, including through judicial decision.

12. BOOSKET'S GENERAL OBLIGATIONS

Boosket undertakes to provide the Service corresponding to the Package chosen by Customer in a sound professional manner.

More generally, Boosket undertakes to do its best efforts to operate the Service and maintain:

- its relations with Facebook and Google Shopping;
- the operation of the Service;
- to make available for Customer management tools that allow him to manage his Shop;
- to provide technical support in the following conditions:
 - o response within 48 hours following the receipt of a reporting concerning a dysfunction for Start and Premium Packages;
 - o Response within 24 hours following the receipt of a reporting concerning a dysfunction for Package Agency ;
 - o Response within 12 hours following the receipt of a reporting concerning a dysfunction for Packages for Gold;

In addition, Boosket is carrying a hotline service for Customer enabling him to phone to Boosket, between 9AM and 5PM.

13. EXCLUSION OF BOOSKET WARRANTIES AND LIABILITY

Service is provided to Customer 'as is' and without expressed or implied warranty of any kind. In particular, Boosket does not guarantee to Customer:

- that the Service, subject to a constant search to improve in particular its performances and progress, will be entirely free of errors, faults or defects;
- that the Service will meet the specific needs and expectations of Customer, noting that Service is standard and not offered to Customer according to his personal constraints;
- that the Site and the Shop will work without interruption, Boosket reserves the right to temporarily suspend access to the Site and / or the Shop for maintenance reasons and cannot be held responsible for any failures or disruptions of the Internet. It is also stated that the Service fully functioning only on Facebook and partially on Google Shopping, so that any incident in the Shop because of Facebook and / or Google Shopping, totally exempts Boosket from any liability.
- that Boosket does not guarantee the operation of the Service with the following browsers:
 - o Internet Explorer 9 earlier and included
 - o Firefox 7 earlier and included

Boosket cannot be held responsible for the content and web links on the Site, on Facebook, in the Shop et on Google Shopping, nor for the security or privacy policy led by Facebook or Boosket partner websites (such as Paypal, etc. ...).

In any event, Boosket cannot be liable towards Customer for the payment of any Customer damages of any kind, including direct or indirect, material, financial and moral damages suffered by Customer and due to the use of the Service. If any Customer's prejudice was due to Boosket, and Boosket was condemned by a judiciary sentence to indemnify Customer notwithstanding the present exclusion of liability clause, the Member expressly acknowledges and agrees that Boosket's liability could not be greater than the amount of money paid to Boosket by Customer during the last six (6) months prior to the prejudicial event.

Lastly, Boosket cannot be held responsible for non-performance or improper performance of the sale's contract with Users and / or for the delivery of Items. Customer guarantees Boosket from any claim whatsoever in this subject.

14. INTELLECTUAL PROPERTY

14.1. OWNERSHIP OF THE CONTENTS AND THE ITEMS

Boosket expressly acknowledges and agrees that Items and Content, and all tangible and intangible rights attached thereto, remain the full property of the Customer.

14.2. OWNERSHIP OF THE ELEMENTS OF THE SITE AND THE SERVICE

Systems, software, structures, infrastructure, databases and contents (texts, images, video, music, logos, trademarks, etc ...) implemented by Boosket in the Site and in the Service are his exclusive property and are protected by all intellectual property rights in all countries. The Customer waives to claim any right in respect with the ownership of these elements. To disassemble, to decompile, to decode, to extract, to reuse, to copy and more generally, to reproduce, to represent, to spread or use one or all of the elements that compose software owned by Boosket, without Boosket's prior consent is strictly prohibited.

15. TERMINATION FOR BREACH

In case of Customer's breach of any provision of the Terms of service or of applicable laws and regulations, Boosket shall have the right to terminate the Contract at any time after he sent to the mailing address provided by the Customer, a formal notice by registered letter with return receipt that remained unsuccessful for a period of fifteen (15) days.

Termination of the Contract will immediately lead to termination of the Service as described in section 4 hereabove, and shall not give any rights to any refund of sums already paid by Customer.

Termination of the Contract due to Customer's fault causes as of right, as a penalty, the Payment to Boosket of all amounts owed by the Customer under the Contract if the Contract had been carried to the end of the Contractual Duration, and the billing of a late payment penalty on the owed sums, by the mere expiry of the contractual term representing three (3) times the legal interest rate based on the amount of the unpaid debt at maturity. The rate is calculated pro rata for period of one (1) month.

16. CONTACT

All complaints or notices provided in the Contract shall be sent by email to the following email address: customer@boosket.com or by registered letter with return receipt, to the following address: 24H00 - Boosket-10, rue Charlot, 75003 Paris.

They shall include the name and address of the Customer. In case of a complaint, the message should also include the clear and precise reasons of such complaints.

17. PERSONAL DATA

The Customer acknowledges and accepts that the management of the Service involves computer processing of his personal data. However, Boosket commits to protect Customer's personal data and Users' one which Boosket will access to for the needs of operation of the Service. Boosket will deal with these personal data with the strictest confidence and the utmost caution. Unless Boosket expressly requested otherwise to the Customer, the collected personal data will only be used for the operation of the Service and just as long as it is needed. In accordance with Article 39 and seq. of the French Law n° 78-17 voted on January, 6th of 1978 concerning computers, files and liberty ("Loi Informatique et Liberté"), the Customer is informed of his right to obtain the communication and, if need so, the correction or the deletion of the information about him, by sending a request to the following email address to Boosket: customer@boosket.com or by mail at the following address: 10, rue Charlot, 75003 Paris.

Moreover, Boosket will collect some Customer and Users' personal details in connection with the operation of the Service. These personal details will not be marketed to any third parties.

The Customer can ask any questions on the Service' security by writing an email to the following address: privacy@boosket.com.

The Customer's duties in relation with the collect of personal data are of his sole responsibility.

18. SEVERABILITY

If one or several provisions of the Terms of service are held to be invalid or declared as such according to any law, regulation or any final decision as res judicata from a competent jurisdiction, the remaining provisions shall remain in full force and effect between the Parties.

19. CONTRACT LANGUAGE

The Terms of service may be translated into several languages.

The Parties already agree that in case of discrepancy between the French version and the foreign language version, the French version will prevail and take precedence over the foreign version.

20. APPLICABLE LAW AND JURISDICTION

The Terms of service are governed by French law. In case of disagreement on the interpretation and / or execution, the Parties agree that, except in case of a judicial warranty claim, the Paris Commercial Court shall be the sole competent authority.