

## **Terms of use**

### **Acceptance of the conditions of use:**

These conditions of use are concluded by and between you and IPercash S.A.S ("company" or "us"). The following conditions, as well as all documents incorporated by reference (collectively, these "conditions of use"), govern your access to ipercash.fr and its use, including the content, functionalities and services offered on or by through the domains, subdomains or subdirectories ipercash.fr, regardless of your means of access and use (online or mobile, including through mobile applications) (collectively the "sites") , whether as a guest or a registered user.

Please read the terms of use before you start using the sites. By using the sites, you agree to be bound and to respect these conditions of use and our privacy policy, which are displayed on each home page of our sites and incorporated here for reference. If you do not wish to accept these terms of use or the privacy policy, you must not access or use the sites.

The sites are offered and available to users who are at least 18 years of age, or who have reached the age of majority in their country or place of residence. By using the sites, you represent and warrant that you are of legal age to establish a contract with the company and that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Sites.

### **Changes to the terms of use**

We may revise and update these terms of use from time to time at our sole discretion. All changes are effective immediately upon posting and apply to all access to the sites and their use thereafter. Your continued use of the sites after the posting of the new terms of use means that you accept the changes. You are required to check this page from time to time, so that you are aware of any changes since you are linked to it.

### **Access to sites and account security**

We reserve the right to withdraw or modify the sites and any service or material we provide on the sites, in our sole discretion and without notice. We will not be responsible if, for any reason, the sites, in whole or in part, are not available at all times or during a period. From time to time, we may restrict access to certain parts of the sites, or entire sites, to users, including registered users. It is your responsibility to make all the necessary arrangements to be able to access the sites.

To access the sites or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the sites that all the information you provide on the sites is accurate, current and complete. You agree that all information you provide to us through the sites or otherwise, including, but not limited to, the use of all interactive features on the sites, is governed by our privacy statement, and you consent to all actions we take with respect to your information in accordance with our privacy statement.

If you choose, or if we assign you a username, password or any other piece of information as part of our security procedures, you must treat this information as confidential, and you must not disclose it to third parties. You also

acknowledge that your account is personal and agree not to give anyone access to the sites or parts thereof by the use of your username, password or other security information. You agree to notify us immediately of any unauthorized access or use of your user name or password or any other breach of security. You also agree to agree to leave your account at the end of each session. You should exercise caution when accessing your account from a public or shared computer so that no one will be able to view or save your password or other personal information.

## **Intellectual property rights**

The sites and all their content, characteristics and functionalities (including, but not limited to, all the information, all the software, texts, screens, images, video and audio, as well as the design, selection and available to them), are the property of the company, its licensors or other material suppliers and are protected by copyright, trademarks, patents, trade secrets and other intellectual property laws or property rights in France and internationally.

These terms of use allow you to use the sites for your personal use only. You must not reproduce, distribute, modify, create derivative works, publicly display, publicly perform, republish, download, store or transmit any material on our sites, except as follows:

Your computer may temporarily store copies of this material in the ram, incidentally to your access and to the viewing of this material.

You can store files that are automatically cached by your web browser for display enhancement purposes.

You may print or download a copy of a reasonable number of pages from the sites for your personal use and not for further reproduction, publication or distribution.

If we provide desktop, mobile or other applications to download, you may download a single copy to your computer or mobile device only for your personal use, provided that you agree to be bound by our user license agreement for such applications.

If we provide social media features with certain content, you can take the steps that are permitted by those features.

Ban on:

Edit copies of documents from sites.

Use illustrations, photographs, video, audio or graphic footage separately from the accompanying text.

Remove or modify any copyright, trademark, or other proprietary notices in site documents.

If you print, copy, modify, download or otherwise use or provide material to any other person having access to part of the sites in violation of the terms of use, your right to use the sites will cease immediately and you will, at our Please return or destroy all copies of the documents you have made. No right, title or interest in the sites or any content on the sites is transferred to you, and all rights not expressly granted are reserved by the company. Any use of the sites not expressly provided for in these conditions of use is a violation of these conditions of use and may constitute a violation of copyright, trademarks and other laws.

## **Trademarks**

The IPercash name, logo, globe design and trademarks, trade names, service marks, and other trademarks owned by the company are registered or unregistered trademarks in France and other countries, and do not may be used without the prior written consent of the company. Other trademarks, service marks, trade names, or brand indices cited on the sites may be owned by third parties and are used only for identification purposes.

## **Prohibited Uses**

You may use the sites only for lawful purposes and in accordance with these terms of use. Without limitation, you agree not to use the sites:

In order to violate any state law, local or international regulations (including, but not limited to, laws relating to the export of data or software to and from France or other countries).

For the purpose of exploitation, to harm or attempt to exploit or harm minors in any way by exposing them to inappropriate content, requesting personally identifiable information or otherwise.

To transmit or obtain the sending of any advertising or promotional material, including "spam", "chain letters" or "spam" or any other similar solicitation.

To impersonate or attempt to impersonate the company, an employee of the company, another user, or any other person or entity (including, without limitation, using email addresses or pseudonyms associated with all of the above).

To engage in any other behavior that limits or prevents the use or enjoyment of the sites by anyone, or who, as determined by us, may harm the company or the users of the sites or expose them to liability.

In addition and without limitation, you agree not to:

Use the sites in a way that could disable, overload, damage or deteriorate the site or interfere with the use of any other part of the sites, including its ability to participate in real-time activities through the sites.

Use a robot, spider or other automatic device, process or means to access the sites for any purpose, including monitoring or copying any material on the sites.

Use any manual process to monitor or copy documents on the sites or for any other unauthorized purpose without our prior written consent.

Use any device, software or routine that interferes with the proper functioning of the sites.

Introduce viruses, Trojans, worms, logic bombs or any other malicious or technologically disruptive or harmful material.

Attempt to obtain unauthorized access, interfere, damage or disrupt parts of the sites, the server (s) on which the sites are / are stored, or any server, computer or database connected to the sites.

Attack sites via a denial of service attack or a distributed denial of service attack.

Otherwise try to interfere with the proper functioning of the sites.

### **User contributions**

The sites may offer exchange or messaging applications, social media, forums, bulletin boards and other interactive functions (collectively, the "interactive services") which allow users to register, present, publish, display or transmit to other users or other persons (hereinafter, "publish") content or material (collectively, "public contributions from users") on or through the sites. Likewise, sites may present, accept and use personal profile information (including, but not limited to, identity cards, driver's license, passport or other identity card, as well as all content found there) and user measurement / analysis applications (collectively, "private user contributions") that allow users to submit to society the information we need to facilitate transactions and to improve our service. Public user contributions and private user contributions are collectively called "user contributions".

Any public contribution by the user that you publish on the site will be considered non-confidential and non-exclusive. By providing any public input from the user on the sites, you allow us and our affiliates, agents and service providers, and each of their respective licensees and successors, the right to use, reproduce, modify, execute, display, distribute and otherwise disclose such material to third parties for the purposes / according to your account settings.

### **You represent and warrant that:**

You own or control all rights to your public user contributions and that you have the right to grant us the license granted above as well as to our affiliates, agents and service providers, and each of them and our respective licensees, successors and assigns.

### **All your user contributions comply and will comply with these terms of use**

You understand and acknowledge that you are responsible for the contributions of the user that you submit or to which you contribute, and you, and not the company, have full responsibility for this type of content, including its legality, reliability, accuracy and relevance .

We are not responsible for, or subject to any third party, the content or accuracy of any contributions posted by you or any other user of the sites.

**We have the right to:**

Delete or refuse to publish all public contributions from the user for any reason in our sole discretion.

Take action with respect to any user contribution that we deem necessary or appropriate in our sole discretion, including if we believe that this user contribution violates the terms of use, including content standards , infringes an intellectual property right or other right of any person or entity, threatens the personal safety of site users or the public or which could create liability for society.

Disclose your identity or other information about yourself to a third party who claims that the material you publish infringes their rights, including their intellectual property rights or their right to privacy.

Take appropriate legal action, including, without limitation, reference to law enforcement, for any suspected illegal or unauthorized use of the sites.

Terminate or suspend your full or partial access to the sites for any reason, including without limitation any violation of these terms of use.

Disable a username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason, including if, in our opinion, you have breached a provision of these terms of use.

Without limiting the foregoing, we have the right to fully cooperate with law enforcement authorities or a court order requesting to disclose the identity or other information about anyone who publishes any material on the or through these sites. You renounce and exempt the company and its subsidiaries, agents, licensees and service providers from any claim resulting from any action taken by one of the preceding parties during or as a result of its investigations and any action taken consequence of investigations by these parties or police authorities.

However, we cannot review all of the material before it is posted on the sites, and cannot ensure the prompt removal of the material after it is posted. Consequently, we accept no responsibility for any action or inaction with regard to transmissions, communications or content provided by a user or a third party. We have no responsibility to anyone for carrying out or not the activities described in this section.

**Content standards**

The following content standards are applicable to all public contributions from the user and to the use of interactive services and, where applicable, to all private contributions from users. User contributions, as a whole, must comply with all applicable federal, state, local and international laws and regulations. Without limiting the above, user contributions should not:

Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

Promote sexually explicit or pornographic material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

Infringing any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that may give rise to civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these terms of use and our privacy policy.

**Being likely to deceive anyone.**

Promote any illegal activity, or recommend, promote or facilitate an illegal act.

Causing embarrassment, inconvenience or anxiety that is unnecessary or likely to disturb, embarrass, alarm or annoy any other person.

Impersonate a person, or distort your identity or affiliation with any person or organization.

Involve commercial activities or sales, such as contests, lotteries and other sales promotions, bartering or advertising.

Give the impression that they emanate from or are approved by us or any other person or entity, if this is not the case.

**Reliability of published information**

The information presented on or through the sites is available only for general information purposes. We do not guarantee the accuracy, completeness or usefulness of this information. Your reliance on this information is strictly at your own risk. We accept no liability arising from the trust placed in this material by you or any other visitor to the sites, or by any person who may be informed of all of its content.

Sites may include content provided by third parties, including materials provided by other users, bloggers and third party licensors, subscription agencies, aggregators and / or information services. All statements and / or opinions expressed in these documents, and all articles and answers to questions and other content, other than content provided by the company, are solely the opinions and responsibility of the person or entity providing these documents. This material does not necessarily reflect the opinion of society. We are not responsible for, or subject to any third party, the content or accuracy of any contributions posted by you or any other user of the sites.

## **Changes to site content and variation of functionality**

We may update the content of the sites from time to time, but this content is not necessarily complete or up to date. Likewise, the functionality of the sites (including, but not limited to your means of access and use of the sites, online or mobile, or by mobile application) may vary on the basis of said means of access. or use. All of the material on the sites may be updated at any given time, and we are under no obligation to update this material.

## **Information about you and your site visits**

All information we collect on the sites is subject to our privacy statement, which is found on each home page of our sites. By using the sites, you consent to all measures taken by us in relation to your information in accordance with the privacy statement.

## **Terms of use of transactions**

All transactions through the sites or other operations for services formed through the sites or following visits made by you are governed by the general conditions applicable to your specific transaction, which are incorporated here by reference.

## **Links to social media sites and features**

You may link to our home page, provided that you do so in a manner that is fair and lawful and that does not harm or benefit to our reputation, but do not establish a link in such a way as to suggest any form of association, approval or recommendation on our part without our express written permission.

## **Sites can provide certain social media features that allow you to:**

Make a link from your own website or that of a third party to certain content on the sites.

Send emails or other communications with certain content, or links to certain content, on sites.

Have certain portions of site content displayed or appear to appear on your own website or that of a third party.

You may use these features only as provided by us, and only in connection with the content with which they are displayed, and otherwise in accordance with the additional terms of use that we provide with respect to these features. Subject to the above, you should not:

Establish a link from a website that does not belong to you.

Ensure that the sites or a portion of them are displayed, or appear to be displayed on any other site by colonization, deep link or by online link.

Make links to part of the sites other than the home page.

Otherwise, take action that relates to site material that is inconsistent with any other provision of these terms of use.

You agree to cooperate with us and immediately stop any unauthorized settlement or link. We reserve the right to withdraw permission to link without notice.

We reserve the right to disable any social media and link functionality at any time without notice, at our discretion.

### **Links from sites**

If the sites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner ads and sponsored links. We have no control over the content of these sites or resources and accept no responsibility for them or for any loss or damage that may result from your use of them. If you decide to access third-party websites linked to the sites, you do so entirely at your own risk and are subject to the terms of use of those sites.

### **Disclaimer of warranties**

You understand that we cannot and do not guarantee that the files available for download from the internet or sites will be free from viruses or other destructive code. You are responsible for implementing procedures and checkpoints sufficient for your specific needs in terms of antivirus protection and accuracy of input and output data, and to maintain a means external to our site for the reconstruction of any data loss. We will not be held responsible for any loss or damage caused by a computer saturation attack, a virus or other technologically harmful material which may infect your computer equipment, software, data or other proprietary documents due to your use of the site. web or services or articles obtained through the website, or by downloading any material displayed on this website, or on any website linked to it.

Your use of the sites, their content and any services or articles obtained through the sites is at your own risk. The sites, their content and any services or articles obtained through the sites are provided on an "as is" and "as available" basis, without any warranty of any kind, either expressed or implied. Neither the company nor any person associated with the company makes any warranty or representation as to the completeness, security, reliability, quality, accuracy or availability of the sites. Without limiting the foregoing, neither the company nor any person associated with the company represents or warrants that the sites, their content, or services or articles obtained through the sites will be accurate, reliable, error-free or uninterrupted, that the faults will be corrected, that our sites or the server that makes them available are free of viruses or other harmful components or that the sites or services or articles obtained through the sites will meet your needs or expectations.

The company hereby rejects all warranties of any kind, express or implied, legal or otherwise, including, but not limited to, any warranty of merchantability, freedom from forgery and special fitness.

The foregoing does not affect any warranty which cannot be excluded or limited by applicable law.



## **Limitation of Liability**

In no event shall the company, its subsidiaries, agents or their licensors, service providers, employees, agents, directors or administrators be held liable for damages of any kind whatsoever, by virtue of any legal theory, arising from or in relation with your use, or inability to use the sites, the sites linked to them, the content of the sites or other sites or services or articles obtained through the sites or other sites, including direct damage, indirect, special, incidental, consequential, or punitive, including, but not limited to, injury, suffering and pain, psychological distress, loss of income, loss of profits, loss of business or d 'expected savings, loss of use, loss of clientele, loss of data, and if caused by wrong (including negligence), breach of contract or otherwise, even if foreseeable.

The foregoing does not affect any warranties which cannot be excluded or limited under the applicable law.

## **Compensation**

You agree to defend, indemnify and hold harmless the company, its subsidiaries, agents, licensors and service providers, and its and their officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns against all claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these terms of use or your use of the sites, including, but not limited to your user contributions, any use of the content, services and products of the sites other than those expressly authorized in these terms of use, or your use of any information obtained from Site (s).

## **Applicable law and jurisdiction**

To the extent permitted by applicable law, all questions relating to the sites and these conditions of use and any dispute or claim arising out of or related to them (in each case, including non-contractual disputes or claims), are governed and interpreted in accordance with the internal laws of France.

Any legal action, action or procedure arising from, or related to, these conditions of use or the sites must be brought exclusively before the courts of Paris. You waive any objection to the exercise of jurisdiction over you by these courts.

## **Waiver and severability**

No waiver by the company of any condition set out in these conditions of use shall be considered as an additional or permanent waiver of this condition or a waiver of any other condition, and any failure of the company to assert a right or a provision under these terms of use does not constitute a waiver of this right or this provision.

If any provision of these terms of use is found by the court or other court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, that provision should be removed or limited to the minimum extent such as the remaining provisions terms of use will continue fully in effect.

## **Complete agreement**

The conditions of use constitute the only and entire agreement between you and IPercash in relation to the sites, and replace all the agreements, agreements, declarations and previous and present guarantees, both written and verbal, in relation to the sites.

#### **Your comments and concerns**

The sites are operated by IPercash, 17 rue Pache 75011 Paris tel. : +33 9 70 46 04 46. Comments, requests for technical assistance and other communications relating to the sites must be sent to us according to the instructions displayed on each home page of our sites.