

**GENERAL CONTRACT TERMS AND CONDITIONS APPLICABLE TO THE BRIDGE POWERED BY BANKIN' ACCOUNT
AGGREGATION AND INFORMATION SERVICES USED BY USERS (VERSION OF OCTOBER 15TH, 2018)****INTRODUCTION**

In connection with the service you are currently using, you are about to sign up for the *Bridge powered by Bankin'* service, for which we thank you.

Before explaining the general terms and conditions applicable to the service, please bear the following five important points in mind:

- *Bridge powered by Bankin'* enables users to securely connect their bank accounts to the service they wish to use.
- We are a French company that has been trading since 2011 and our aim is to make it easier to manage the finances of our retail and business customers. Our service is used by millions of customers across Europe.
- We are authorized and regulated by the ACPR / Banque de France (the French banking and insurance regulator) and are one of the select companies that has been granted the authorization required to operate as a Payment Institution. Your bank cannot object to you using our service. We also comply with the General Data Protection Regulation (GDPR).
- Your bank details belong to you. You may revoke banking connections and delete data at any time and remain in control of your information.
- Data confidentiality is an absolute priority. We comply with the French Data Protection Act (*loi informatique et liberté*), the European Payment Services Directive and the General Data Protection Regulation.

* * *

These general terms and conditions apply between:

Perspecteev, a *société par actions simplifiée* (simplified limited company) whose legal notice is available [here](#) (hereinafter **the Company**). The Company makes the Bridge API tool available to its partners, thus enabling them to offer the *Bridge powered by Bankin'* service to their customers (hereinafter, the **Users**). The *Bridge powered by Bankin'* service is an online tool that can be used to manage bank accounts, finances and assets (hereinafter, the **Service**). As provider of the Service, the Company is an "account information service provider" within the meaning of European Directive 2015/2366 of 25 November 2015 on payment services (hereinafter, the **Payment Services Directive**),

Of the first part

and

Any individual who submits Authentication Data when entering into the GCTC and who is referred to as a "**User**",

Of the second part.

PREAMBLE

The Company is a founder member of the France Fintech association, which was created in June 2015 to represent companies using innovative operational, technological or economic models with the aim of addressing existing or emerging problems within the financial services industry (more information is available at www.francefintech.org), and of a group representing European bank aggregators (*European Account Information Services*).

The Company (hereinafter **the Company**) publishes an aggregation and information service concerning Payment Accounts and Other Assets called *Bridge powered by Bankin'* (hereinafter, the **Service**). More generally, *Bridge powered by Bankin'* is an account information and

payment initiation service (*service d'information sur les comptes et d'initiation d'opérations de paiement*) within the meaning of the EU Directive of 25 November 2015 on payment services and Articles L. 133-40 and L. 133-41 of the French Monetary and Financial Code (*Code monétaire et financier*). The Company is therefore authorized as a payment institution by the *Autorité de Contrôle Prudentiel et de Résolution* (French banking and insurance regulator) – 4, place de Budapest – CS 92459 – 75436 Paris cedex 9 – France, under number 16918P, which can be verified on the www.regafi.fr website. In order to provide the Service, the Company has published a programming interface called Bridge API.

You (the **User**) would like to sign up for the Service so that a service provider with whom You have entered into a business relationship can use the service to facilitate the provision of the services it provides to You. This service provider will therefore become a "*Third-party User*". You are hereby informed of the fact that the Service will be provided by the Company exclusively to the Third-party User designated by You. Should You wish to access the aggregation and payment initiation services yourself, You are invited to sign up for the services of your choice offered by the Company under the name "Bankin'", via the www.bankin.com website.

The Company and You (referred to below as a **Party** or collectively as the **Parties**) have therefore agreed to the general contract terms and conditions set out below in relation to the Service (hereinafter, the **GCTC**).

1 DEFINITIONS

The capitalised terms and expressions used herein, whether in the singular or the plural, have the meaning attributed to them below, unless it is clear from the context or a specific provision that the relevant meaning does not apply to the relevant provision.

“Account Servicing Payment Service Providers”	Means the payment service providers authorized in a European Union Member State, which issue Authentication Data that must be used to access Payment Accounts and potentially Other Assets online.
“Authentication Data”	Means an identifier and a password – potentially associated with a strong authentication protocol – issued by a Service Provider, which must be used to access information concerning a Payment Account and/or Other Assets, as defined by the Service Provider.
“Bridge API” or “Interface”	Means the interface hosted by the Company, which You can access in order to sign up for the Service and enter Authentication Data.
“Data”	Means all the User’s data which includes the data relating to the User’s Payment Accounts and Other Assets, the data accessible from the interfaces provided by the Account Servicing Payment Service Provider, as well as the data defined below (Access Data, Identification Data, Personal Data).
“Other Assets”	Means all the financial assets, savings and banking products (including credit facilities) that You can access online using Authentication Data issued by a Service Provider.
“Other Institution”	Means any company other than an Account Servicing Payment Service Provider, which issues Authentication Data that can be used exclusively to access Other Assets online.
“Payment Account”	Means any account held by an Account Servicing Payment Service Provider that meets the definition provided in Article L. 314-1 II of the French Monetary and Financial Code, which You can access online using Authentication Data issued by the Service Provider.
“Personal Data”	Means all personal information concerning an individual User whose identity is or can be established, directly or indirectly, with reference to an identification number or to one or more details specific to that person.
“Service”	Means the aggregation and information services concerning Payment Accounts and Other Assets provided by the Company and marketed under the brand name <i>Bridge powered by Bankin’</i> .
“Service Providers”	Means the Account Servicing Payment Service Providers and the Other Institutions.
“Solution”	Means the Interface and associated IT services provided by the Company.
“Third-party User(s)”	Means the role of user of the Service expressly allocated to one or more Third-party Users by a customer who signs up for the Service (and who therefore becomes a User).
“User”	Means an individual who has entered into the GTC with the Company and appointed the Third-party User in such capacity.

2 PURPOSE

These GTC govern the Service for which You sign up and the appointment by You of a Third-party User to act in such capacity.

3 SIGNING UP FOR THE SERVICE

3.1 Acceptance of the GTC

Users can sign up for the Service via the Interface accessible on the Third-party User’s website or application. You and the Company will enter into a contractual relationship upon acceptance of the GTC.

You can unreservedly accept these GTC through a process designed to ensure the integrity of your consent. You will first be invited to read these GTC. You may then confirm that you have read and accept them by clicking the “*I have read and I accept the GTC*” box, as a result of which all of the provisions of the GTC will be enforceable against You from that time.

If any of the clauses of the GTC should be declared null, invalid or without effect, for any reason whatsoever, the other clauses will remain in full force and effect, except in the case the nullity of one or more essential clauses of the GTC and / or the interdependence of the contractual stipulations would likely result in the cancellation of all or part of the GTC.

Please be advised that when signing up for the Service, You must provide the Company with your e-mail address. As soon as you have accepted the GTC, You will receive an e-mail confirming that You have signed up for the Service. This e-mail will contain a link which You can follow to download the GTC onto a durable medium (in PDF format) or to ask for a copy of the GTC to be sent to You in PDF format by e-mail or any other means proposed by the Company.

3.2 Overview of the Service

The Service enables You to appoint a Third-party User to access all information on Payment Accounts and Other Assets in the context of its business relationship with You.

The information collected by the Service includes the following for each registered Payment Account or Other Asset:

- The name of the Service Provider;
- The name of the Payment Account or Other Asset;
- The balance of the Payment Account or Other Asset;
- All transaction data (clean and raw), including the relevant amounts and dates;
- Relevant debit/credit information; and
- Any additional information available (allocation of assets, information on credit, investments, assets, etc.).

Bridge API is managed by secure technology which allows the Company to provide the Service to the Third-party User without the latter being able to access the Authentication Data.

Once You have entered your Authentication Data on the Interface and the information on Payment Accounts and Other Assets has been synchronized, the Service will record and automatically update such information.

In any event, the Company can only connect to the Service those Payment Accounts and Other Assets for which the relevant Service Provider has granted You online access.

As part of the Service, the Company will connect to the website or IT systems of the Service Providers designated by the User and retrieve raw Data related to Payment Accounts and Other Assets specifically provided by the User and / or accessible from the interfaces provided by the Service Providers.

The Company will reorganize these raw Data in a structured way then make available to a Third-party User the information collected on Payment Accounts and Other Assets. The Third-party User must use this information as expressly requested by the customer, *i.e.* You. The

Company is not responsible for the manner in which the Third-party User uses this data and You must ensure that the data is used as per your request.

The Company will not use, access or store Users' Data for any purpose other than to provide the Service to the Third-party User, unless the Third-party User specifically requests otherwise.

You recognize the Company's right to use your Data (excluding Authentication Data) for statistical purposes and, once it has been anonymized, to transfer or assign the corresponding statistical results to any third party.

3.3 List of eligible Service Providers

Information on Payment Accounts and Other Assets consolidated by the Service is made available and automatically synchronized solely for the Service Providers listed by the Company. An updated list of these eligible Service Providers can be obtained directly from the Interface.

In the event that the Service can no longer be provided for a given Service Provider, the Service Provider is removed from the list. The withdrawal is notified to the concerned Users, according to the contact modalities agreed between the Company and the Third-party User.

The Company will use its best efforts to notify Third-party User as soon as possible of any changes to the list that may concern them.

3.4 Authorization

When the User subscribes to the Service on behalf of third parties (including legal entities), it certifies on its honour that it has been duly authorized to do so and that it is empowered and has all the necessary authorizations to authorize the Company to provide the User with the Service on the third-parties' behalf.

In this respect, under the terms and conditions hereby, any reference to the User, for example to its Authentication Data, its Data or its Personal Data, extends, by extension and in order to comply with the applicable legislation, to the Third-party who authorised the User to act on its behalf.

Therefore, the User fully warrants to hold harmless the Company against any consequence resulting from complaints from third-parties (including legal entities) about this authorization and/or in the event of fraud by the User.

4 REGISTRATION AND MODIFICATION OF PAYMENT ACCOUNTS AND OTHER ASSETS

In order to register a Payment Account or Other Asset, You must select the name of the Service Provider with whom the relevant Payment Account(s) or Other Asset(s) is held and then register the corresponding Authentication Data on the Solution's secure interface.

Please be advised that Authentication Data must be sent directly by You to the Company. No Third-party User must be involved or allowed to view the Authentication Data.

These access terms and conditions are stipulated solely by way of a guide and are liable to change in line with applicable legislation, particularly according to the French legal rules that transpose the Payment Services Directive referred to above and the Regulatory Technical Standards imposed by the European Banking Authority on strong authentication and secure communication between payment service providers.

The Company agrees to fully review and update the terms and conditions according to which Payment Accounts may be registered on the Solution's secure interface to immediately comply with any new provisions that enter into force.

You may choose which aggregated Payment Accounts and Other Assets the Third-party User may access.

5 APPOINTMENT OF A THIRD-PARTY USER

All Users must accept these GCTC before their appointed Third-party User(s) can use the Service.

Depending on the service provided by the partner with whom You have entered into a business relationship, You may simultaneously appoint more than one Third-party User.

Please be advised that Third-party Users are only permitted to use the Service for so long as You appoint them as Third-party Users. Furthermore, the Company carries out regular checks to ensure that the relevant Third-party User(s) is (are) still authorized to act in such capacity.

Should You wish not to renew or to revoke a Third-party User's authorization, You may notify the Company and the Third-party User accordingly. The Third-party User must then acknowledge and accept that the Service will no longer be accessible in relation to You upon receipt of the request by the Company.

6 TERM

These GCTC shall apply for an indefinite term from the day they are accepted by You.

7 AMENDMENT – TERMINATION

7.1 Amendment

The Company reserves the right to amend these GCTC, in particular to adapt them to the evolutions of the Service or the evolution of the legislation in force.

The Company shall send You any draft amendment of the GCTC on a durable medium at least two (2) months before the date on which the amended GCTC are due to take effect. Draft amendments will be sent to You by e-mail.

You will be deemed to have accepted the amendment unless you notify the Company of your disagreement before the date on which the amended GCTC are due to take effect.

If You disagree with an amendment, You may terminate the GCTC, without charge, before the date on which the amended GCTC are due to take effect, by accessing the Interface via the Third-party User's website or application, or by contacting the customer service department by e-mail at support@bridgeapi.io.

Accordingly, if You continue to use the Service after the amendment has taken effect and You do not terminate the GCTC, the Company must not be held liable under any circumstances for any damage or loss suffered in any respect whatsoever resulting from the amendment of the GCTC.

Should any applicable mandatory legislation or regulations be amended, these GCTC will be unilaterally amended by the Company and the amended version will take effect without notice. The amended GCTC will be sent to You, according to the contact modalities agreed between the Company and the Third-party User.

7.2 Termination by the Company

The Company may terminate these GCTC with at least two (2) months notice.

In case of legislative or regulatory evolutions that prevent the Company from continuing to provide the Service, the Company may terminate these GCTC.

In the event You breach your obligations under the GCTC or make any unauthorized use of the Service, the Third-party User and/or the Company reserves the right to suspend or terminate the GCTC between the Parties at any time.

In case of a breach by You of one or more of your obligations under the GCTC, the Company reserves the right, as soon as the breach(es) is/are discovered, without notice or right of compensation:

- To suspend the Service. In this case, the access to the Service may only be restored after You have effectively remedied the concerned breach(es); or

- If the breach(es) is/are serious and / or repeated, to terminate these GCTC. This may include instances of misuse of the Service.

In any case, The Company immediately informs You of the termination of these GCTC according to the contact modalities agreed between the Company and the Third-party User

7.3 Termination by You

If the GCTC are terminated by You, access to the Service will be immediately suspended and all Data concerning the use of the Service as well as the information that has been downloaded and stored will be destroyed on the date on which these GCTC effectively end (with the exception of any information that must be retained by the Company in respect of its legal obligations, particularly in the anti-money laundering and terrorism financing obligations). This operation will be irreversible.

No refund or compensation will be issued or paid on any grounds if these GCTC are amended or terminated.

8 PROFESSIONAL SECRECY

In accordance with the provisions of Article L. 522-19 of the French Monetary and Financial Code, the Company is bound by professional secrecy.

However, it follows from legal provisions that this professional secrecy can not be opposed to certain authorities such as the *Autorité de Contrôle Prudentiel et de Résolution* (French banking and insurance regulator), the Banque de France, the tax or customs administration, as well as the judicial authorities acting in criminal proceedings.

Similarly, professional secrecy does not prevent the Company from providing information to third parties for the purposes of certain transactions referred to in Article L.522-19 of the French Monetary and Financial Code and in particular to third parties with whom the Company has entered into service contracts with a view to entrusting them with important operational functions.

Persons receiving information subject to professional secrecy must keep it confidential unless the above-mentioned legal derogations can be applied.

Finally, You have the option of relieving the Company of its obligation of professional secrecy by expressly authorizing it and on a case-by-case basis to communicate information covered by the secret to designated third parties.

In this context, You acknowledge that You expressly disclose professional secrecy in relation to the Third-party User(s) appointed by You hereunder, in order to inform the Company of the Third-party User authorized to receive confidential information concerning You.

9 PERSONAL DATA – CONFIDENTIALITY

9.1 Introduction

Transparency is a core value for the Company, and it is committed to respecting the privacy of Users. It complies with the provisions of the French Data Protection Act (*loi informatique et liberté*) no. 78-17 of 6 January 1978, as amended, and the [General Data Protection Regulation](#) (hereinafter the **GDPR**).

The Company is responsible for the processing of Personal Data provided by Users when signing up for the Service and has reported this processing of Personal Data to the French data protection authority, the *Commission Nationale de l'Informatique et des Libertés (CNIL)*. Personal Data includes in particular the personal details, the Authentication Data and the financial information deriving from the Payment Accounts and/or Other Assets registered by Users.

Your Personal Data is intended solely for the Company and its subcontractors, in order to provide the services listed in the following paragraph.

The list of subcontractors is provided at the request of the User addressed to the contact details indicated in the article 13 below.

9.2 Processing of Personal Data

Purpose of Personal Data processing

You are informed that use of the Service requires the collection and processing of Personal Data necessary in order to provide the Service.

Data is collected and processed in accordance with the French Data Protection Act (*loi informatique et liberté*) No. 78-17 of 6 January 1978, as amended, and the [General Data Protection Regulation](#).

You expressly agree that, in order to sign up for the Service and for the Service to be provided, the Authentication Data used for synchronization of the Payment Accounts and Other Assets will be encrypted and that the Personal Data may then be securely transmitted, as necessary, to the Company's web hosts and technology suppliers based in the European Union.

You may access an appendix ([here](#)) which explains where the recipients of such Personal Data operate, how they are used and the Company's Personal Data policy.

The Company must not be held liable under any circumstances for processing operations carried out by a Third-party User as part of the service it provides to You (service separate from payment services).

The Company therefore complies with the regulations applicable to the protection of Personal Data solely in relation to the processing operations for which it is responsible. Personal Data is processed by the Company for the following purposes:

- To provide the Service: to access Data, Payment Accounts and Other Assets and to aggregate information on Payment Accounts and Other Assets
- To produce anonymous statistics.

Retention of Personal Data

User's Personal Data is not retained beyond the necessary period of time for these purposes. According to the anti-money laundering and terrorism financing obligations, it may be retained for up to five (5) years upon termination of the contractual relation between the User and Perspectiveev (pursuant to article L. 561-12 of the French Monetary and Financial Code). Once the retention period elapsed, the Company destroys the User's Personal Data.

Storage and transfer outside the European Union

All collected Personal Data is stored on our servers within the European Union. It is susceptible to be transferred outside the European Union. In this case, the Company makes the necessary arrangements with its subcontractors and partners to guarantee an adequate level of protection of the User's Personal Data, in accordance with the regulation in force (Chapter V of the GDPR).

If the concerned subcontractors or partners are not located in a country with a legislation considered to provide an adequate level of protection or do not stick to the Privacy Shield agreement (with regard to Personal Data transfers to the United States), they must have signed beforehand the "standard data protection clause" (validated by the European Commission or a supervisory authority) or be subject to "binding corporate rules" (validated by the European Commission or a supervisory authority).

If the subcontractors or partners do not fulfil any of these conditions (country with adequate level of protection, Privacy Shield, standard data protection clause or binding corporate rules), the Company undertakes not to transfer any User's Personal Data to the concerned subcontractor or partner.

9.3 Right of access, rectify, portability, opposition and deletion Personal Data

Please be advised that according to article 13 of the GDPR You have a right to access, correct, portability and delete your Personal Data, to object to the processing of such Personal Data and to determine what should become of it after your death (articles 15 *et seq.* of the GDPR).

You may exercise your rights by contacting the Company's customer service department as described in clause 13, providing that you produce proof of your identity by enclosing a copy of a valid form of ID with your request and indicating the e-mail address You provided when signing up for the Service.

You also have the possibility to file a complaint with the French data protection agency (*Commission Nationale Informatique et Libertés*) according to article 77 of the GDPR.

For security reasons, the Company reserves the right to request other supporting documents if it has any doubts about the value and authenticity of the proof You provide.

If You object to the processing of your Personal Data, You may be invited to close your user account (in case of the impossibility for the Company to provide the Service without the processing in question).

9.4 Data confidentiality

The Company protects the confidentiality of the Personal Data it collects and attaches the utmost importance to ensuring that its web hosts and technology suppliers treat it as confidential.

The Company accordingly takes all necessary precautions to preserve the confidentiality of said Personal Data and declares that it works with trustworthy web hosts and technology suppliers that are known for their reliable services and for the high degree of protection they provide for the confidentiality of Personal Data.

When You are aware of the loss, theft, misuse or any unauthorized use of your user account or Personal Data, You must promptly inform the Company so that it can block your user account.

You must do this by clicking on the "Forgot your password?" link in the login area of the Website or Application. You will then be sent an e-mail containing a secure link that will allow You to change your password, and your previous password will be deactivated automatically.

You are responsible for protecting your password and keeping it confidential. You assume full liability for the consequences of the disclosure of your password to others.

10 SECURITY

You accordingly declare that You are familiar with the nature and technical characteristics of Internet and mobile telephone networks, and You accept their technical constraints and the response times necessary to access, retrieve or transfer data relating to the Service and the associated risks.

You are therefore solely responsible for the use and implementation of measures to secure, protect and safeguard your hardware, software and Data. In this regard, You agree to take all appropriate measures to protect your own Data.

You agree not to do anything that might compromise the security of the Company's systems. The Service constitutes an automated data processing system. Unauthorized access and any alterations to said system are prohibited and subject to criminal prosecution.

11 INTELLECTUAL PROPERTY

The Company is the exclusive owner of all the intellectual property rights in the Service, the Solution, the associated brands and all their constituent parts, in compliance with the French Intellectual Property Code (*Code de la propriété intellectuelle*).

Subscribing to the Service does not grant You any proprietary rights in the Solution or any of its constituent parts, which are and shall remain the Company's exclusive property.

You have no rights in the Solution and/or any of its constituent parts, or any right other than those granted hereunder. You are therefore not permitted to sell, lend, pledge, licence, reproduce, market, adapt, modify, transform, decompile or internally develop the Solution and/or any elements associated with the Service.

Accordingly, You agree not to carry out, and to hold the Company harmless against, any act or activity likely to directly or indirectly violate the Company's intellectual property rights.

12 NON-ASSIGNABILITY

You are not permitted to assign these GCTC in whole or in part, for valuable consideration or without charge. Should You fail to comply with this prohibition, the GCTC will be immediately terminated by the Company and You could be held liable.

13 COMPLAINTS – CUSTOMER SERVICE

Any technical, administrative or commercial questions or issues concerning the processing of your Data or the Service and any complaints concerning the use of the Solution should be sent first and foremost to the Third-party User's customer service department at the address given by the latter.

If need be, the Third-party User can contact or send the User back to the Company at support@BridgeAPI.io or by post at the address of the Company's registered office as mentioned [here](#). Should You contact the Company, please give the e-mail address You provided when signing up for the Service.

If contacted, the Company acknowledges receipt of any request within ten (10) days, unless it has already responded to You within this timeframe.

The Company shall use its best efforts to resolve any complaint within two (2) months of receipt thereof.

You will be informed at regular intervals of how your complaint is being processed.

14 LIABILITY

14.1 The Company's liability

The Company is responsible for the provision of the Service; this constitutes an obligation to use its best efforts (*obligation de moyens*). The Company's liability in this connection will be limited solely to direct losses incurred by You when using the Service, to the exclusion of all other losses.

You may not hold the Company liable under any circumstances for any indirect losses, including in particular loss of clients, lost profits, shortfalls in earnings or damage to your image.

The Company will not accept liability for its inability to correctly provide the Bankin' Services due to a force majeure event (as defined in Article 1218 of the French Civil Code (*Code civil*)).

The Company will not accept liability in the event the Service fails to satisfy your specific needs and requirements.

Moreover, the Company cannot guarantee that all of the Service Providers with which You hold Authentication Data are covered by its offer.

Neither the Company nor, as the case may be, its web hosts and technology providers, will be liable for any loss or damage You may incur originating from:

- A fault or negligence on your part;
- Your non-compliance with the GCTC;
- Access to your Data by a third party authorized by yourself;
- Your fraudulent or unauthorized use of the Service;
- Your breach of the confidentiality of your Data;
- Any interruption in or failure of the Service due to the malfunctioning of the Internet network, the telecommunication network or the computing network;
- An inability to provide the Service due to the unavailability of a connection with the Service Provider for reasons beyond the Company's control;
- Any error in the information displayed in your user account, when said error is attributable to the Service Provider, as the Company has no control over Data concerning the Payment Accounts/Other Assets that is accessible from the Service Provider;
- The inaccuracy or non-compliance of the information, products or other content, including in particular the Data You provide, concerning your Payment Accounts/Other

- Assets, budget, or financial situation, for which the Company is not responsible; and/or
- Your use of the information or decision support tools made available to You via the Service, as You will retain full responsibility for your decisions.

The Company will not be liable for any breach of confidentiality regarding your Data attributable to You and for the possible consequences resulting from such breach, for any reason and any damage whatsoever, in accordance with the applicable legislation.

14.2 Your liability

If You fail to fulfil any of your obligations under the GCTC, the Company reserves the right to suspend your user account with immediate effect, from the date on which it observes your breach. You will not be able to access the Service until You have cured the breach.

You undertake to use the Service in compliance with all of the requirements set out in the GCTC and in the applicable legislation.

Should You fail to comply with one or more of the provisions and/or requirements of the GCTC, You may be held liable and You may be required to compensate the Company for the consequences of any complaint, legal action, lawsuit or judgment against it which is initiated by any third-party (including any persons on behalf of whom You are acting) on any grounds whatsoever, as a result thereof.

In the event of a disagreement or dispute, You must prove that You have duly fulfilled your obligations under the GCTC.

You are informed and expressly accept that You are personally liable for your use of the Service, information and tools made available to you.

You expressly accept and acknowledge that You are solely responsible for the receipt or downloading of any content obtained through the Service, and that You are fully liable for any damage or harm caused to your computer systems and/or mobile telephone system, and for any resulting loss of data.

15 LANGUAGE – DURABLE MEDIA

These GCTC were originally drafted in English. The language used between the Parties is English

You may, at any time during the contractual relationship, ask the Company for a free copy of these GCTC in printed or PDF format.

16 GOVERNING LAW – JURISDICTION

These GCTC and all matters relating to their performance or interpretation are governed by French law, irrespective of the place of performance of the resulting obligations.

The French courts shall have exclusive jurisdiction to hear any dispute which the Parties are unable to amicably resolve.

17 MEDIATOR

In the event that a dispute arises between You, acting for non-professional needs, and the Company related to the execution hereof or the use of the Services, each of the two (2) Parties will endeavor to resolve the dispute amicably. If You and the Company do not reach an agreement, You have the possibility to seize for free (in accordance with article L.316-1 of the French Monetary and Financial Code) the Afepame mediator:

Afepame Association – Mediator
36, rue Taitbout
75009 Paris
France

The outcome of the mediation is in principle within ninety (90) days from the notification by the mediator of its referral to the Parties, in accordance with article R.612-5 of the French Consumer Code.

In the event that a Party is not satisfied with the mediator's proposed settlement, either Party may apply to the courts having jurisdiction as indicated in article 16 hereof.

However, it is reminded that the use of mediation by You is only a faculty, and not a necessary precondition for referral to the judge, and that the Parties may in any case withdraw at any time from the mediation process.

18 SEVERABILITY

Should one or more provisions of the GCTC be found to be invalid pursuant to a law or regulation or be held to be invalid pursuant to a final ruling of a court with jurisdiction, the relevant provision(s) will be deemed unwritten, on the understanding that the other provisions of the Contract will remain in full force and effect.

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