

## General conditions of use - Users

ATTENTION: THE DIFFERENT STEPS TO FOLLOW IN ORDER TO AGREE TO THE PRESENT GCU ARE:

- FROM THE MOBILE APPLICATION DOWNLOAD PLATFORM : 1) CLICK A FIRST TIME ON THE ICON « DOWNLOAD APPLICATION » 2) CONFIRM THE DOWNLOAD BY ENTERING YOUR USER ID AND PASSWORD TO CONNECT TO THE DOWNLOAD PLATFORM 3) CONFIRM
- FROM THE WEBSITE : 1) CLICK ON SUBSCRIBE 2) FILL IN THE FORM 3) READ THE GCU BY CLICKING ON THE LINK, THEN TICK THE BOX « I HAVE READ AND AGREED TO THE GCU » 4) CLICK ON SAVE

ATTENTION: BEFORE CLICKING ON THE ICONE «I HAVE READ AND AGREED TO THE GCU» AT THE END OF THIS DOCUMENT PLEASE READ IT IN ITS ENTIRETY.

BY CLICKING ON THE ICONE «I HAVE READ AND AGREED TO THE GCU» YOU ARE THEREBY EXPRESSING YOUR CONSENT TO BECOMING A «USER» AS WELL AS YOUR ACCEPTANCE OF ALL OF THESE GENERAL CONDITIONS OF USE («GCU») AND UNDERTAKE VIS A VIS SNAPP', YOUR CO-CONTRACTOR, TO COMPLY WITH ALL OF THE TERMS WITHOUT ANY RESERVATIONS.

IF YOU REFUSE ALL OR PART OF THE TERMS OF THIS CONTRACT, CLICK ON THE ICONE «I REFUSE THE GCU» ON THE BOTTOM OF THIS DOCUMENT. AS A CONSEQUENCE THEREOF:

- IF YOU ARE ACCESSING THE CGU FROM YOUR MOBILE DOWNLOADING PLATFORM, THE FIDME APPLICATION WILL NOT BE DOWNLOADED ONTO YOUR MOBILE DEVICE.
- IF YOU ARE ACCESSING THE GCU FROM THE INTERNET SITE, YOU WILL NOT BE ABLE TO CREATE YOUR USER AREA.

### **ATTENTION: APPLICABLE LAW AND JURISDICTION**

THESE GCU ARE GOVERNED BY THE LAWS OF FRANCE.

ANY INTERPRETATION, DISPUTE OR CLAIM CONCERNING THEM, IN THE EVENT THAT THE PARTIES CANNOT REACH AN AMICABLE RESOLUTION, SHALL BE SUBMITTED TO THE COMPETENT COURT, NOTWITHSTANDING PLURALITY OF PARTIES TO THE ACTION, THIRD PARTY PROCEEDINGS, INCLUDING ALL EMERGENCY, PROTECTIVE AND SUMMARY PROCEEDINGS OR UPON PETITION.

IN CASE OF ANY DIFFICULTIES IN INTERPRETATION CONCERNING THE TRANSLATION OF THESE GCU, THE FRENCH VERSION SHALL PREVAIL OVER ANY TRANSLATED VERSION THEREOF.

THE PRESENT CONTRACT IS PROPOSED IN ENGLISH.

FOR ANY CLAIMS CONCERNING THE SERVICES USERS CAN CONTACT SNAPP' UNDER THE COMPLETE ADDRESS MENTIONED IN THE LEGAL NOTICE INCLUDED IN THE APPLICATION AND IN THE INTERNET SITE.

THE USER CANNOT MAKE USE OF HIS RIGHT TO RETRACT ONCE HE IS USING THE SERVICES, BEFORE THE END OF THE DELAY OF 7 (SEVEN) DAYS FOLLOWING THE ACCEPTATION OF THE PRESENT GCU, AND IN PARTICULAR THE PROVIDING OF THE SOFTWARE, WHICH THE USER NOTES AND ACCEPTS.

### **Preamble**

SNAPP', a simplified joint-stock company with shares, with capital of €109,296, having its registered office at Immeuble Grand Angle, Avenue Périé, 33520 Bruges - France, entered in the Registry of Trade and Companies of Bordeaux under number B 483 581 526, disposing of VAT n° FR-77-483-581-526-00033, had the idea, designed and operates a service enabling Users to dispose of a "portfolio" of Dematerialized Loyalty Cards on their Mobile Devices and manage their loyalty cards with their preferred local merchants, by means of FidMe application software.

This software is downloaded by the Users onto their Mobile Devices from an application software downloading platform.

Moreover, the Users dispose of access to a User Area enabling them to manage their Dematerialized Loyalty Cards from the Internet site [www.fidme.com](http://www.fidme.com) edited by SNAPP' (hereinafter «Internet Site»).

The present service offer is valid for the entire duration during which the software FidMe is available for download from an applicative mobile software download platform.

The services offered by SNAPP' to its Users are provided free of charge, according to the conditions specified in the present document; these services are described in detail under article « Description of Services ».

However, the connection and equipment fees linked to the internet access and to the use of the application, of the internet site and the services, remain at the User's charge, especially in case of use via a mobile phone or any other way of access.

## **Article 1 - Definitions**

In these GCU each of the terms hereinafter shall have the meaning given them in the definition that follows:

- The term «Professional(s)» means the professional whose dematerialized version of the loyalty card may be downloaded and stored by the Customer User by means of the Application downloaded onto his Mobile Device. Two types of Professionals exist, broken down into two groups:
  - o Group 1 Professionals, whose Dematerialized Loyalty Card is with Stamps (hereinafter «G1 Professionals»),
  - o Group 2 Professionals, whose Dematerialized Loyalty Card is without Stamps (hereinafter «G2 Professionals»).When used without indication of the referred to group, whether in the singular or plural, the term «Professional(s)» means, in a generic manner, the Professional or Professionals of both G1 and G2 groups.
- The term «Dematerialized Loyalty Card» means the loyalty card in dematerialized version contained in the Application downloaded on the Mobile Device of Users who are the holders thereof. Two types of Dematerialized Loyalty Cards exist, broken down into two groups:
  - o Dematerialized Loyalty Cards with Stamps (hereinafter «G1 Dematerialized Loyalty Card»),
  - o Dematerialized Loyalty Cards without Stamps (hereinafter «G2 Dematerialized Loyalty Card»).
- The term «Mobile Device» means all electronic communication equipment, in particular smartphones having the configuration necessary for downloading the Application and causing it to function.
- The term «Application» means the application software, regardless of the version, edited by SNAPP', downloaded onto the Mobile Device of the User, enabling the latter, more specifically, to use the following functionalities (hereinafter «Functionalities»):
  - o register his Dematerialized Loyalty Cards with the Professionals whose customer he is,
  - o store said Dematerialized Loyalty Cards and, as the case may be, the Professional's general conditions of use relating thereto,
  - o record the Stamps on his G1 Dematerialized Loyalty Card at the time of checkout following payment of his purchase made at one of the points of sale of the G1 Professional involved whose Card he holds; depending on the case, the User shall make such recording :
    - by scanning a 2D code that the Professional presents to him at the check-out point following payment of his purchase, or
    - by placing his Mobile Device less than ten centimeters from a «Near Field Communication» label that the Professional presents to the User at the check-out point following payment of his purchase,
  - o display the messages of the G1 Professionals whose G1 Dematerialized Loyalty Card he holds after exceeding levels expressed in number of Stamps, via notification in the Application (« in app ») downloaded on his Mobile Device or outside of the Application on the Home Menu of the Mobile Device (« out app »), according to the User-defined parameters of the Mobile Device,

- display the messages issued by SNAPP', via notification in the Application (« in app ») downloaded on his Mobile Device or outside of the Application on the Home Menu of the Mobile Device (« out app »), according to the User-defined parameters of the Mobile Device,
  - issue opinions and comments concerning the G1 Professionals whose G1 Dematerialized Loyalty Card he holds, via the User Area,
  - store and display his opinions and comments as well as those of other Users in his User Area concerning the G1 Professionals of which these Users are holders of G1 Dematerialized Loyalty Cards,
  - receive commercial and promotional offers and canvassing, more specifically reduction and /or gift vouchers or new Stamps and/or Good Deal vouchers from G1 Professionals whose G1 Dematerialized Loyalty Card he holds , via notification in the Application (« in app ») downloaded on his Mobile Device or outside of the Application on the Home Menu of the Mobile Device (« out app »), according to the User-defined parameters of the Mobile Device,
  - receive commercial and promotional offers and canvassing from SNAPP' via SMS and/ or e-mail and / or notification in the Application (« in app ») downloaded on his Mobile Device or outside of the Application on the Home Menu of the Mobile Device (« out app »), according to the User-defined parameters of the Mobile Device,
  - geolocalize the points of sale of G1 Professionals whose G1 Dematerialized Loyalty Cards are held by the User, around its position,
  - share his comments on Facebook or Twitter, under the contractual conditions prescribed and defined by these social networks,
  - sponsor friends by sending e-mails in order that they become Users of the Application,
  - sponsor professionals by sending e-mails in order that the latter become Professionals.
- The terms «Data Base or Bases» means all data bases and sub-bases accessible via the Internet Site and/or the Application downloaded on the User's Mobile Device.
  - The abbreviation «GCU» means this contract governing the contractual relations between SNAPP' and the User.
  - The term «Customer» means a natural person having purchased products and/or services from the Professional and who is, for example:
    - holder of at least one «paper» loyalty card with his last, first and middle names and contact details, regardless of the form, with the Professional,
    - holder of a customer number with the Professional.
  - The terms «Design» means all designs which, throughout the term of performance of these GCU, have been filed or registered as:
    - a design,
    - registered with a register that is:
      - national,
      - international,
      - community,
      - or a foreign local register for the registration of designs.
  - The term «User Area» means the part of the Internet Site to which the User has access in order to manage, in particular, his Dematerialized Loyalty Cards, and his statistics and profile after entry of his login and password.
  - The term «Trademark» means any and all distinctive signs which, throughout the term of performance of these GCU, have been filed or registered as trademarks regardless of the form thereof, and in particular:
    - trademarks which are
      - word marks,
      - figurative marks,
      - semi-figurative marks, etc.
    - registered with an office which is
      - national,
      - international,

- Community,
  - or a foreign local office for the registration of trademarks.
- The term «Communication Tool» means all the elements:
    - enabling, depending on the case, a Professional or SNAPP' to commercially identify itself, in particular vis a vis the User,
    - and is protected by any and all property rights, in particular an intellectual property right.
 Communication Tools include, in particular:
    - the Trademarks,
    - the Designs,
    - the Works, regardless of the form (visual, audio, text, etc.),
    - as well as: trade names, graphic charters and colors, logos, signs, slogans, domain names, without such list being exhaustive.
  - The term «Means of Access» means all IT and electronic communication means enabling the User to access the Services, such as a Mobile Device to access the Application or a computer to access the Internet Site.
  - The term «Work» means all original intellectual creations protected by copyright.
  - The term «Loyalty Program» means, with respect to each of the G1 Professional's G1 Dematerialized Loyalty Cards, the commitments undertaken by the latter, in particular in terms of advantages, commercial offers, reduction vouchers, gifts and Good Deals (Good Deals are promotional offers) if the levels expressed in number of Stamps has been exceeded on his G1 Dematerialized Loyalty Card.
  - The term «Loyalty Point » or «Stamp» means the unit in which the loyalty of the User holding a Dematerialized Loyalty Card with a Professional is evaluated. The Application records Stamps only on G1 Dematerialized Loyalty Cards. Loyalty Points are recorded by the materials of personnel present at the Professional's point of sale and registered in the latter's information systems. If certain thresholds, expressed in number of Stamps, are exceeded, the User may benefit, depending on the Loyalty Program of the G1 Professional involved, from advantages, commercial offers, gifts, and reduction vouchers under the conditions prescribed by the Loyalty Program as determined by the G1 Professional.
  - The term «Services» means the services as defined in the Article «Description of the Services».
  - The term «Internet Site» means the site accessible at the url address: <http://www.fidme.com/>, including its public part as well as its private part, including the User Area.
  - The term «User» means the co-contractor of these GCU. A User is a natural person having downloaded the Application on the Mobile Device he owns and using the Application and/or the Internet Site and/or the User Area for his own needs within the framework of a strictly personal and non-commercial use.

## **WARNINGS**

The User acknowledges and accepts that he cannot use the Application, the Internet Site, the User Area and the Services except for his own needs within the framework of a strictly personal, private and non-commercial use, which he expressly guarantees.

The User acknowledges and accepts that the Application shall enable him to download and store only those Dematerialized Loyalty Cards with the Professional(s) whose Customer he is.

Consequently, the User acknowledges and warrants at all times, throughout the term of performance of these GCU, that:

- he is the holder of the Dematerialized Loyalty Cards contained in the Application downloaded onto his Mobile Device,
- consequently, said Cards are registered under his last, first and middle names and contact details with the Professional whose Customer he is.

The User undertakes to access the Application and use it, using a recent Mobile Device which is virus-free and via a high performance Internet access.

The User undertakes to access the Internet Site and the User Area using recent Means of Access which are virus free, using an up-to-date, latest generation browser and high debit Internet access.

The User acknowledges and accepts that the general conditions of use of the G1 Dematerialized Loyalty Cards of the Professionals which he holds shall not be binding on SNAPP', which shall remain a third party to the contractual relationship between the User and the Professionals.

SNAPP' is acting in a totally independent manner and does not represent the Professional, which alone shall remain liable for its acts, allegations, commitments, services, products, representatives and personnel, in particular vis a vis the User.

## **Article 2 - Purpose**

The purpose of these GCU is to set forth the conditions under which:

- SNAPP' shall make available to the User, free of charge and within the framework of an obligation to use all reasonable means to achieve a desired result, the Services defined in the Article «Description of the Services »,
- as well the conditions under which the User shall be authorized to use such Services.

SNAPP' hereby grants the User revocable, non-exclusive access to the Services, provided that the latter complies with these GCU.

## **Article 3 - Term**

These GCU shall become effective and binding on the User once accepted by the latter. Such acceptance shall be made by clicking on «I have read and agreed to the GCU».

The terms of these GCU are open-ended.

## **Article 4 - Prerequisites**

### **4.1 Have competence and adapted Means of Access**

The User hereby acknowledges having the competence and necessary and adapted Means of Access to access and use the Services. He acknowledges having protected the IT configuration that he uses, in particular by equipping himself with an anti-virus.

The User shall be personally responsible for:

- putting the Means of Access into place, and
- the knowledge necessary for using the Internet, the Application, the Internet Site, the User Area and the Services.

The User shall support connection and equipment costs connected to Internet access as well as use of the Application, the Internet Site and Services, in particular in case of use of the Services via a mobile telephone or any other Means of Access.

### **4.2 Compliance with regulations**

The Internet network is a world-wide global network enabling the User to access the Internet Site from a country other than France. Each country has its own mandatory or public policy laws which may sometimes conflict with rules prescribed by French law.

The User undertakes to comply with all regulations and procedures which are mandatory for it considering his place of connection or residence, both concerning access to the Internet Site and use of the Services.

## **Article 5 - Description of the Services**

SNAPP' shall make the following services (the «Services») available to the User:

access via the User's Mobile Device to the Application, as defined in the Article «Definitions», enabling the User to use the Functionalities, and containing a storage capacity of Dematerialized Loyalty Cards which is capped depending on the storage capacity of the User's Mobile Device,

access to a User Area via the Internet Site via the rubric «Individuals», following entry by the User of:

- a login,
- and a pass word,

that he previously determined at the time of the first use of the Application or creation of his User Area via the Internet Site.

This Area enables the User to, more particularly:

- consult information relating to his Dematerialized Loyalty Cards,
- manager his Dematerialized Loyalty Cards (addition, deletion, format, comments, etc.),
- consult the statistics relating to his check outs, Stamps, and opinions and comments he has edited,
- manage information relating to his profile,
- sponsor future Users or Professionals,
- share on Facebook and/or Twitter,
- determine whether he is desirous of receiving newsletters,
- deleting his account.

#### **Article 6 - Access to the Services**

SNAPP' shall make best efforts in order to provide the User access to the Services 24 hours a day, seven days a week, except in particular in the event of:

- a case of force majeure as defined in the Article «Force majeure»,
- unavailability due, in particular, to corrective or upgrade maintenance, whether or not planned,
- unavailability due to weakness in or absence of Internet access coverage by the User's access supplier,
- and, more generally, any technical problem, regardless of its nature, that could occur for any reason whatsoever, preventing the User:
  - o access
    - to the Application and what it contains,
    - his User Area,
  - o and/or more generally use of the Services.

#### **Article 7 - Prohibited uses of the Services**

In connection with use of the Services, the User may not, in particular:

- use or attempt to use any and all data belonging to a third party and more specifically: communicate false, usurped or erroneous contact details and/or false, usurped or erroneous information to SNAPP', by any means whatsoever, and in particular:
  - o via the registration form displayed on the Mobile Device following downloading of the Application,
  - o via the registration form on the Internet site,
  - o via the Application, in particular by registering a customer number, or scanning a bar code of a loyalty card or a «paper» loyalty card which does not belong to him,
- injure or cause a loss to any third party, in any manner whatsoever, in particular by engaging in any acts that are damaging to reputation or image, denigration, or invasion of privacy,
- commit or attempt to commit a criminal infraction or infractions,
- use the Functionalities for purposes other than those for which they are intended,
- divert or attempt to divert the Services for purposes other than those for which they are intended,
- damage or attempt to damage the reputation or image of SNAPP', the Services, the Application, or the Internet Site in any manner whatsoever, in particular via the Internet (for example via: the Application, social networks, the Internet Site, etc.),

- damage or attempt to damage the reputation or image of the SNAPP' and FidMe trademarks, in any manner whatsoever, in particular via the Internet (for example via: the Application, social networks, the Internet Site, etc.),
- attempt to disrupt or disrupt or interrupt the functioning of the Application and/or the Internet Site, of all or part of the Services and/or any networks and/or any services connected to the Internet Site,
- attempt to scan or scan in the Application downloaded on the User's Mobile Device any object other than the bar code of a «paper» loyalty card held by the User with a Professional, or the Professional's 2D code or his «paper» loyalty card,
- attempt to enter or enter in the Application downloaded on the User's Mobile Device, with a view to registering a Dematerialized Loyalty Card, a number other than a customer number attributed by a Professional in the name of the User,
- attempt to obtain or obtain Stamps and/or FidMe Points and/or Loyalty Points in a fraudulent and/or abusive and/or unlawful manner, in particular without such list being exhaustive:
  - o at the time of check out, whenever the User benefiting from said Stamps, Loyalty Points or FidMe Points is not the person having paid for the purchases having given right to the Loyalty Points and/or FidMe Points and/or Stamps,
  - o at the time of check out, whenever the purchase made or its amount did not give right to the User:
    - to the number of Loyalty Pointeds credited him by the Professional,
    - and/or the number of Stamps and/or FidMe [Points?] credited by the Application on his G1 Dematerialized Loyalty Card,
  - o by abusively and/or fraudulently using a Professional's 2D code or «Near Field Communication» label,
- attempting to fraudulently obtain, with or without the help of a third party, prescribed advantages, in particular:
  - o by the Loyalty Program or Programs of Professional(s) whose User is holder of G1 Dematerialized Loyalty Cards,
  - o and/or by SNAPP',
- register in the Application downloaded on the User's Mobile Device, in any manner whatsoever, one or several Dematerialized Loyalty Card or Cards which he does not hold, and which are therefore exclusively in the name of a third party, even if there are family ties, or cohabitation, a blood relationship or friendship with said third party,
- use the Dematerialized Loyalty Card or Cards which he does not hold, and which are therefore exclusively in the name of a third party, or under the customer number or bar code or 2D code of third party loyalty cards, even if there are family ties, or cohabitation, a blood relationship or friendship with said third party; this provision, however, does not prevent the User from adding, by way of indication, the last and first names of the third party on his Dematerialized Loyalty Cards whenever the User and the third party are co-holders of the Dematerialized Loyalty Card or Cards in question,
- attempt to sponsor or sponsor third parties who are not connected to the User by a tie of friendship, family ties, blood relationship or cohabitation,
- in general, attempt to sponsor or sponsor third parties, in an abusive and/or fraudulent and/or unlawful manner,
- attempt to contravene or contravene the requirements, procedures, rules or regulations of any networks or services connected to the Internet Site and/or the Application,
- try to interfere or interfere with the use of all or part of the Services or of the Internet Site by a third party, in particular another User or a Professional,
- attempt to access or access data which is not intended for the User,
- try to interfere or interfere with the services furnished by one or several of the service providers of SNAPP' involved in the functioning of the Application and/or the Internet Site, in particular the host, including, without this list being exhaustive, the fact of exposing the Internet Site and/or the Application to a virus, creating saturation, inundating the server,
- put a hyperlink into place in the direction of the Internet Site without the prior written authorization of SNAPP',
- attempt to enter or entering into all or part of the server hosting the Application and/or the Internet Site, in a private area of a service provider of SNAPP' and/or attempting to access or accessing all or part of data to which the User is not authorized to have access,
- attempt to probe, scrutinize or test the vulnerability of the Internet Site and/or the Services and/or the Application,
- infringe the security and/or authentication measures of the Internet Site and/or all or part of the Services and/or the Application,
- carry out or inciting a third person to carry out an unlawful activity OR any other activity damaging the rights of SNAPP' and/or its service providers and/or any User and/or any Professional and/or any other third party,

- transmit, download towards the Internet Site and/or the Application, or display, in any manner whatsoever, and using any technological means whatsoever, content that is unlawful, prejudicial, threatening, injurious, harassing, tortious, defamatory, vulgar, obscene, contrary to good morals, or invasive of privacy, odious or offensive or shocking from a racial, ethnic or other point of view,
- transmit, download towards the Internet Site and/or the Application, or display, in any manner whatsoever, and using any technological means whatsoever, unsolicited or unauthorized advertising or promotional elements, «misleading information», or any other form of soliciting,
- transmit, download towards the Internet Site and/or Application, or display, in any manner whatsoever, and using any technological means whatsoever, any element containing software viruses or other codes, files or IT programs designed to interrupt, destroy or limit the functionality of any IT software or hardware or any telecommunication equipment involved in the functioning of the Internet Site and/or the Application,
- transmit, download towards the Internet Site and/or Application, or display, in any manner whatsoever, and using any technological means whatsoever, information or software derived from the Internet Site and/or the Application, to any person, in particular to other countries or certain foreign nationals in violation of any national or international law or regulation.

In general, the User shall not, in any manner whatsoever, be or attempt to be the perpetrator of an action or omission liable to cause or causing any and all loss to SNAPP' and/or any third party.

The User hereby acknowledges that any breach by it of this Article shall cause a considerable loss to SNAPP' and the affected third party, in particular in terms of image, reputation, and necessarily impact SNAPP' on the commercial, economic and financial level.

## **Article 8 - Protection of intellectual property**

### **8.1 Protection of the Internet Site and its contents («Protected Elements»)**

#### **(i) General principle**

The User chose to contract with SNAPP' due to the originality of its Internet Site and what it contains.

Consequently, the User acknowledges that the following are protected by copyright, without such list being exhaustive:

- the Internet Site itself, including, in particular:
  - o its architecture,
  - o its presentation,
  - o its graphic standards,
- everything it contains, in particular:
  - o the software,
  - o the Data Bases, as well as their presentation, structures, filtering systems, data,
  - o the Works (texts, graphs, graphics, logos, drawings, images, sounds and music, etc.), regardless of the format, including the exportable files of the Internet Site and, in particular, the file of claimed gifts.

The above listed elements are referred to hereinafter as the «Protected Elements».

Depending on the case, the Protected Elements are the exclusive property of SNAPP' or a third party.

#### **(ii) Prohibitions**

Without such list being exhaustive, the User shall not, more particularly:

- reproduce, copy, modify, create a derivative work, assemble, recreate, distribute, present, show, disseminate, publicly display, transfer, transmit, publish, sell, attribute, sub-license, transfer, make available to a third party, market, all or part of the Protected Elements, in any manner whatsoever,
- reverse, decompile, adapt, translate, arrange, disassemble or attempt in any manner whatsoever to discover the source code of the Protected Elements,
- modify, alter, all or part of the Protected Elements with a view, in particular, to obtaining unauthorized access to



the Services and accessing the Internet Site by a means other than the connection interface with the User Space, furnished by SNAPP' to the User for such purpose via the Internet Site.

## **8.2 Protection of the Data Bases**

The Data Bases are protected by copyright, in particular as Protected Elements, as provided for in the paragraph «Protection of the Internet Site and its contents («Protected Elements»), above in the Article “Protection of intellectual property”.

The User acknowledges the extent of SNAPP's investments in developing its Data Bases.

The User acknowledges that SNAPP' had the initiative for the creation and development of its Data Bases, regardless of the nature of such data, in particular, without such list being exhaustive, its statistical, commercial and geographic data.

The User acknowledges that in addition to SNAPP' being the author of the Data Bases which are original in nature, the latter is the producer of the Data Bases and is the holder of the rights conferred on it by the Intellectual Property Code in this regard.

As producer of the Data Bases, and as a matter of principle, SNAPP' hereby prohibits the User, which accepts, from performing the following:

- (i) the retrieval, by permanent or temporary transfer, of all or a qualitatively or quantitatively substantial part of the content of the Data Bases to another media, regardless of the means and form,
- (ii) the reuse, by making available to the public, of all or a qualitatively or quantitatively substantial part of the content of its Data Bases, regardless of the form,
- (iii) the retrieval or repeated and systematic reuse of qualitatively or quantitatively non-substantial parts of the content of the Data Bases over and above normal conditions of use of these Data Bases.

## **8.3 Protection of the Application**

### **(i) Licence granted concerning the Application**

The User chose to contract with SNAPP' due to the originality of its Application (in addition to the originality of the Internet Site and what it contains, as previously mentioned).

The User consequently acknowledges that the Application is protected by copyright and that SNAPP' is the holder of the copyrights related thereto.

SNAPP' hereby grants to the User concerning the Application:

- a personal, non-exclusive, non-assignable and non-transferable right:
  - o to reproduce and store it in the memory of its Mobile Device,
  - o to display it on the User's Mobile Device,
  - o and its use by the User, via its Mobile Device,
  - o in executable code,
- by means of a connection to an electronic communication network,
- within the framework of a private and non-commercial use,
- for the sole purposes of enabling the User:
  - o to use the Services,
  - o to the exclusion of any other purpose,
- for the length of performance of these GCU, within the limit of the legal duration for protection by copyright,
- within the French territory.

SNAPP' does not grant any other right than those mentioned above.

### **(ii) Prohibitions**

Without such list being exhaustive, the User shall not, more particularly:

- reproduce, copy, modify, create a derivative work, assemble, recreate, distribute, present, show, disseminate, publicly display, transfer, transmit, publish, sell, attribute, sub-license, transfer, market, make available to a third party, all or part of the Application, in any manner whatsoever,
- reverse, decompile, adapt, translate, arrange, disassemble or attempt in any manner whatsoever to discover the source code of the Application,
- modify, alter, all or part of the Application with a view, in particular, to obtaining access to the Application.

#### **8.4 Protection of the Communication Tools**

The Internet Site and the Application containing the Communication Tools belong to SNAPP'.

The User acknowledges the rights of SNAPP' to its Communication Tools.

#### **8.5 Sanctions**

The User hereby acknowledges that any breach of the Articles entitled:

- «Protection of the Internet Site and its contents («Protected Elements»)»,
- and/or «Protection of the Application»,
- and/or «Protection of the Communication Tools»,

shall constitute (depending on the case and other possible contractual breaches), infringement and/or unfair competition and/or free riding, causing a serious loss for SNAPP', in particular in terms of damage to its image, loss of goodwill and loss of turnover.

#### **Article 9 - Personal data of the Users**

SNAPP' undertakes to protect the personal data communicated by Users according to these GCU and the Data Processing and Freedoms Law.

##### **(i) Snapp's status as person in charge of processing personal data**

SNAPP' shall be the person in charge of processing the personal data of the Users within the meaning of Article 3 of the Data Processing and Freedoms Law.

##### **(ii) Personal data collected by SNAPP' and purposes of the processing**

The personal data of the Users are collected (for example: civil status, last and first names, date of birth, zip code, the User's e-mail, pass word, etc.).

This collection of personal data is carried out for the following purposes:

- making available the Services to the User, thereby enabling him to ensure management of the Loyalty Programs from which he benefits, by means of the Functionalities of the Application,
- displaying offers within the Application for, or sending or transmitting communications via email, SMS and/or other methods of communication for, third party offers for which you can receive or earn Fids for participating in such offers.
- enable SNAPP' to prepare commercial statistics.
- facilitating your registration with, and/or participation in, the third party offers that are promoted and/or made available by or in connection with SNAPP', the Loyalty Program and/or the Application.

You hereby agree and consent to SNAPP' transferring and exporting your personal data to third parties located outside of the European Union/European Economic Area, including, without limitation, to the United States, for storage and processing by such third parties in connection with the third party offers that are promoted and/or made available by, or in connection with, SNAPP', the Loyalty Program, and/or the Application. The personal data transferred and exported by SNAPP' to such third parties shall be used by the third parties to facilitate and validate your registration for, and/or participation in, the offers of such third parties.

##### **(iii) Mandatory collection of certain data**

The collection of certain data is mandatory (IP address, data marked with an asterisk in the forms involved, etc.).

If the User fails to complete these mandatory data areas, the User may not download the Application on his Mobile Device, create his User Area, nor use the Services.

**(iv) Recipient of the personal data - Confidentiality**

The recipients of the personal data are:

- the services and employees of SNAPP' which are involved (in particular: the IT, sales/marketing services),

- the companies that assist SNAPP' in the operation and/or exploitation of the Internet Site, in particular the services and employees of the company hosting the Internet Site,
- the G1 Professionals whole G1 Dematerialized Card it holds, with their consent.
- third party companies whose offers are promoted and/or made available by or in connection with SNAPP', the Loyalty Program and/or the Application.

**(v) Rights of the User concerning his collected personal data**

The User has access to the rights set out in detail in Section 2, Chapter 5 of the Data Processing and Freedoms Law, including the following rights:

- Right of access to his personal data collected on the Internet Site and via the Application,
- Right to modify it,
- Right to delete it,
- Right to oppose the use thereof for legitimate reasons, in particular when processed for purposes of canvassing by SNAPP' and/or the G1 Professional in the case where the User has consented to the transmission of his personal data to the latter.

All such rights shall be exercised by postal or electronic letter, together with a copy of a piece of identity, sent to:

support@fidme.com

or :

SNAPP

Le Grand Angle

Avenue Périé

33520 BRUGES

**Article 10 - Contents**

**10.1 The User's status as editor with respect to User Content and of the G1 Professional with respect to Professional Content**

**(i) The User's status as editor with respect to his content**

The User shall have the status of editor within the meaning of Article 6 of Law no. 2004-575 of 21 June 2004 for confidence in the digital economy of all of the content (hereinafter defined in this paragraph as the "User Content" ) it creates in connection with use of the Services, and which are accessible to other Users and/or G1 Professionals via:

- the Application,
- and the Internet Site.

For example, the opinions and comments issued by the User via the Application or via the Internet Site form part of the User Content.

The User warrants that the User Content that he edits is lawful, accurate, non-erroneous, loyal and conforms with these GCU.

In this regard, the User alone shall be liable for its User Content and the consequences connected to its creation, deletion, modification and loading onto the Internet Site and/or User Area and/or the Application.

The User is informed that in the case where the latter edits User Content which is unlawful and/or non-conforming with these GCU, SNAPP' may, upon notification of a G1 Professional:

- verify, control, delete, render access impossible to the User Content in dispute via the Application and/or Internet Site,
- and/or suspend and/or delete access of the editor User of the User Content in dispute to his User Area,
- terminate these GCU.

**(ii) The G1 Professional's status as editor with respect to its content**

The G1 Professional shall have the status of editor within the meaning of Article 6 of Law no. 2004-575 of 21 June 2004 for confidence in the digital economy of all of the content (hereinafter defined in this paragraph as the "G1 Professional Content") that it creates in connection with use of the Services and which is accessible to other Users and/or G1 Professionals via:

- the Application,
- and the Internet Site, in particular by means of their User Areas.

The G1 Professional shall have the status of editor, in particular, and without such list being exhaustive:

- of the content appearing on its G1 Dematerialized Loyalty Card or Cards,
- of the general conditions of use related to its G1 Dematerialized Loyalty Card or Cards,
- of the messages that may be displayed in the Application downloaded onto the User's Mobile Device in case the level is exceeded,
- of the Good Deals.

## **10.2 SNAPP's status as host concerning Professional Content and User Content**

SNAPP' shall have the status of host of Professional Content and User Content within the meaning of Article 6 of Law no. 2004-575 of 21 June 2004 for confidence in the digital economy.

Consequently, SNAPP' may not be held liable in any manner whatsoever either for the Professional Content nor the User Content.

Any User which finds any User Content or Professional Content unlawful in nature must promptly notify it to SNAPP'.

All notifications (hereinafter «the Notification») shall be made by registered letter, acknowledgment of receipt requested sent to SNAPP', at the place of its registered office as indicated in the legal notices, and shall necessarily indicate:

- the date of the Notification,
- if the notified is a natural person: his last, first and middle names, profession, domicile, nationality, date and place of birth; if the requesting party is a corporate entity: its form, name, registered office and the body legally representing it,
- the name and registered office of the recipient of the Notification, i.e., SNAPP',
- the description of the facts in dispute and their precise location on the Internet Site and/or the Application,
- the grounds for which the content must be withdrawn, including the mention of legal provisions and justification of facts,
- the copy of the correspondence sent to the author or editor of the information in dispute requesting that it be interrupted, withdrawn or modified, or proof that the author or editor could not be contacted.

This Notification shall be backed up with:

- an e-mail (containing the list of information indicated above) sent to the address: [support@fidme.com](mailto:support@fidme.com)
- or a message (containing the list of information indicated above) sent to SNAPP' via the following interface: <http://www.fidme.com/fr/contact.html>

The User is hereby informed that SNAPP' cannot be considered as informed of the Notification unless all the above information is contained in the Notification.

Following Notification, SNAPP' may, in particular:

- verify, control, delete or render access impossible to the opinion, comment or message in dispute,
- and/or suspend and/or stop access by the User involved to the Application and/or the Internet Site and or the User Area,
- terminate these GCU concluded with the User involved.

The User is informed and agrees that SNAPP' alone shall remain judge of the actions to be implemented following a Notification, and that it cannot be held liable for any actions implemented or absence of action following a Notification.

## **Article 11 - Suspension of Services**

The User hereby accepts that SNAPP' may temporarily suspend and/or definitively close his User Area, at SNAPP's sole discretion, forthwith in case of:

- non-compliance by the User with any provision of these GCU, more specifically in case of the non-respect of the Article « Prohibited Use of Services »,
- failure to use the User Area for more than 6 («six») months,
- the User's request for deletion via his User Area.

The User acknowledges and accepts that in all these three cases he may no longer access the Services suspended temporarily or definitively and that his Application cannot be used.

Furthermore, the User is informed that each G1 Professional disposes of tools aiming at preventing the risk of prohibited and/ or fraudulent and/or abnormal use of his Loyalty Programs.

In case a G1 Professional identifies:

- prohibited use
- and/ or fraudulent use
- and/or abnormal use,

of his Loyalty Programs, the User notes and accepts that the G1 Professional can suspend fully or partly the User's access to the Services, and more specifically to the Loyalty Programs (including the access to the Dematerialized Loyalty Card(s), to Reduction Vouchers, to Gifts, to Good Deals, to Stamps etc.)

In consequence, the User notes and accepts that he could no longer access the Services thus suspended temporarily or definitely by the G1 Professional, and that the Application would thus be fully or partially unusable.

## **Article 12 - Cookies**

The User is informed that SNAPP 'uses the following "cookies":

- "User-sessionID" cookies are used by the Internet Site and the Application in order to:
  - o store information relating to a form that has been filled by the User on the Internet Site or in the Application (eg registration, access to User Area)
  - o allow the User's access to restricted areas of the Internet Site (eg: User Area), through identifiers or data that he previously submitted to SNAPP ',
  - o connect again to a content or a Service after a certain period of time,
- Technical cookies are used by the Internet Site in order to:
  - o adapt the editorial content of the Internet Site to the technical configuration of a computer/tablet,
  - o suggest that a visitor of the Internet Site downloads the mobile version of the Application, when visiting the Internet Site from a Mobile Device,
- "security" cookies are used by the Application and the Internet Site in order to improve the security of services/items/ areas, upon User's request (eg access to User Area, access to Application after entering password),
- audience measurement cookies are used by the Internet Site and the Application in order to set up anonymous statistics and traffic volumes (eg: topics , contents), which enables SNAPP' to:
  - o communicate on the success of the Services towards Professionals and Users,
  - o improve the ergonomics and interest of the Application.

The use of cookies by the Application and the Internet Site is justified either because it has the sole purpose of enabling or facilitating electronic communication, or because it is essential for providing an online service that is specifically requested by the User.

The User has been informed that he has, at all times, a right of access to the data concerning him in respect of cookies and a right, at all times, of opposition enabling him to accept or refuse the cookies.

At all times he may manage, deactivate and authorize cookies by configuring his Internet browser. For example:

- with respect to smartphones or Mac pads: via the rubric Settings/then selecting the browser involved /Accepting

- the cookies/Never/or Visited sites/or Always,
- with respect to Android smartphones: after launching the browser, by pressing on the menu button (on the bottom left of the Mobile Device)/Plus/Parameters/Accepting the cookies or not accepting them.
- with respect to computers:
  - o under Internet Explorer : <http://windows.microsoft.com/fr-FR/windows-vista/Block-or-allow-cookies>
  - o under Safari : <http://docs.info.apple.com/article.html?path=Safari/3.0/fr/9277.html>
  - o under Chrome : <http://support.google.com/chrome/bin/answer.py?hl=fr&hlrm=en&answer=95647>
  - o under Firefox : <http://support.mozilla.org/fr/kb/Activer%20et%20d%C3%A9sactiver%20les%20cookies>
  - o under Opera : <http://help.opera.com/Windows/10.20/fr/cookies.html>

For more information regarding management and deactivation of cookies, the User may use the help section of his browser. The User may contact SNAPP' by e-mail at [support@fidme.com](mailto:support@fidme.com) in case of difficulty in exercising his right of accessing or opposition to cookies.

However, if the User does not accept the cookies, use of the Services (in particular, browsing on the Internet Site and the User Area, connection to the Application, saving of the Dematerialized Loyalty Cards), can possibly not be carried out correctly.

### **Article 13 - Termination - Discontinuance**

#### **13.1 Termination by the User**

The User may terminate these GCU at all times by clicking on «Delete my account» in the rubric «Profile» in his User Area.

Termination shall become effective from the date the termination request is thus made.

#### **13.2 – Termination by SNAPP'**

SNAPP' may terminate these GCU at all times, by e-mail sent to the User, giving one month's notice.

In case of non-compliance with any provision of these GCU by the User, SNAPP' may unilaterally and forthwith:

- terminate the contractual relationship,
- block access to the User Area,
- and/or block access to all or part of the Services, whether temporarily or definitively,

without any consideration or compensation.

If there are elements, regardless of their form (written, oral, etc.) and where ever they come from (SNAPP', Professional, member of a Professional's personnel, any other third party, etc.), revealing the risk of a prohibited use of the Services (as listed in the Article « Prohibited Use of Services), and/or fraudulent and/or abusive and/or abnormal by the User, SNAPP' may unilaterally and forthwith:

- terminate the contractual relationship,
- block access to the User Area by the User involved,
- and/or block access to all or part of the Services by the User involved, whether temporarily or definitively,

without any consideration or compensation.

#### **13.3 - Effects of termination regardless of the initiating party**

Excepting those provisions expressly mentioned as surviving termination, termination of these GCU shall vitiate all of its provisions, in particular, the ending of access to the User Area and the effects of the license to use the Application granted by SNAPP' to the User as provided for in the Article «Intellectual Property».

As a consequence of termination, the User shall delete the Application from his Mobile Device, which he shall not reinstall nor use on any Mobile Device.

Moreover, the User is hereby informed that the effect of termination is elimination of his access to the User Area and

everything it contains, in particular:

- his Dematerialized Loyalty Cards,
- information related thereto, in particular the number of Stamps recorded on the G1 Dematerialized Loyalty Cards,
- and the FidMe Points.

Consequently, the User shall definitively lose all rights to benefit from advantages, and promotional and commercial offers, regardless of their nature, by virtue of his FidMe Points.

Concerning the number of Stamps, it shall be incumbent upon the User to request the G1 Professionals involved to register and keep said Stamps recorded (via the Application under his last and first names and contact details), provided this possibility is offered by said Professionals, in particular within the framework of a «paper» loyalty card updated with the number of Stamps, as the case may be.

In case of elimination of access to the User Area imposed by SNAPP', the User may not attempt to get around such elimination decision, regardless of the cause thereof.

#### **Article 14 – Discontinuance of the Application and the Internet Site, including the User Area**

SNAPP' may discontinue, at all times and regardless of the reason therefor:

- operation of its Internet Site,
- and/or the provision of access to User Areas,
- and/or the Application,

*ipso jure* and without any formalities.

Discontinuance of such operation shall entail the same effects as termination.

#### **Article 15 - Liability and warranties**

SNAPP' may not be held liable except in the case of proven fault, within the limit of the warranties hereinafter set forth in the paragraph «Warranties».

SNAPP' and the User have agreed that the obligation of SNAPP' in connection with the provision of Services is an obligation to use all reasonable means to achieve a desired result.

This Article «Liability and warranties» shall remain fully applicable and survive in the event of nullity, invalidity or termination of these GCU, regardless of the reason therefor.

##### **15.1 No liability on the part of SNAPP' concerning use of the Services**

The User alone shall be liable for the use he makes of the Services and any damaging consequences resulting therefrom, in particular towards SNAPP' and the Professional.

The User alone shall be liable for any fraudulent, abusive or unlawful use of the Services.

##### **(i) No liability on the part of SNAPP' in case of disputed registration of points of sale**

SNAPP' shall not carry out any control with respect to the listing of G1 Professionals' points of sale appearing in the Application.

Consequently, SNAPP' cannot be held liable for registration of a point of sale by a G1 Professional which is erroneous, fraudulent, abusive or unauthorized.

##### **(ii) No liability on the part of SNAPP' in the case of access by a third party to the User Area and/or the application downloaded onto the User's Mobile Device**



The User alone shall be liable for the use by a third party, whether or not fraudulent, of his Mobile Device, his login and pass word, use of the Services made by such third party, as well as actions and statements made by the latter from the Application downloaded onto his Mobile Device and/or the User Area. It is therefore strongly recommended that the User activate his secret code in order to protect access to the Application.

It is hereby recalled to the User that he alone has the custody of his Mobile Device, including when going through check out at the Professionals points of sale.

Consequently, SNAPP' may not be held liable, in particular:

- in case of theft,
- loss of the User's Mobile Device,
- or damage caused to said Device (for example, due to a fall or error in manipulation of the Mobile Device), including:
  - o at the time of recording:
    - of Stamps and FidMe Points by the Application,
    - of reduction Vouchers,
    - and Loyalty Points by check out personnel at the Professional's point of sale involved.
  - o delivery of Gifts
    - at the store of the Professional in question.

In case of theft or loss of his Mobile Device, and considering the risk of an unlawful use of the Application downloaded onto said Mobile Device, the User shall promptly inform SNAPP' of the of theft or loss of his Mobile Device by sending an e-mail to the following address: support@fidme.com.

### **(iii) No liability on the part of SNAPP' towards the User concerning the commitments of the Professional**

The relationship between the Professional and the User is framed by all documents which are contractual in nature, regardless of their form, in particular by the general conditions of use of the G1 Professional's Dematerialized Loyalty Card, and failing this, by the common law rules of contracts.

As a third party to the contractual relationship linking the User to the Professional, SNAPP' cannot be held liable:

- for any commitment or obligation undertaken by the Professional towards the User, regardless of the form thereof,
- for any act or omission committed by the Professional towards the User, regardless of the form thereof,
- for the form and content of the web sites, advertising, canvassing, any and all offers, in particular, offers of goods or services, games, promotional offers, advantages, Loyalty Programs, products and services of the Professional (including the applications edited by the Professional and accessible by the User visa the Application, and Professional Content, as defined in the Article "Contents"), and in particular:
  - o their conformity or non-conformity with the applicable regulations in force and effect (in particular, in respect of consumer law, advertising law, personal data law, etc.),
  - o their misleading, untruthful or unlawful nature,
- for the non-conformity, on the level of quality and/or security of the products and/or services offered by the Professional, as well as the products and/or services that are the subject matter of offers displayed on the sites or any other media and proposed in the Professional's point of sale,
- for the inaccuracy and falsity of the information communicated by the Professional.

### **(iv) No liability on the part of SNAPP' concerning the use of the Internet Site, the User Area and the Services**

SNAPP' shall not be liable, in particular:

- for difficulties in accessing or connecting to the Internet Site and/or the User Area and/or the Application, and their unavailability and temporary malfunctioning affecting them in whole or in part,
- for the momentary suspension of the Internet Site and/or the User Area and/or the Application and/or the Services,
- for modification forthwith of access to all or part of the Internet Site and/or the User Area and/or the Application and/or the Services,

regardless of the reason therefor, in particular due to upgrade or corrective maintenance of all or part of the Internet Site and/or the User Area and/or the Application.

Consequently, SNAPP' shall not be liable for any and all defects, problems, difficulties, errors affecting the smooth running of the Application, in particular concerning:

- downloading of the Application,
- launching of the Application,
- display of its contents,
- registration of any and all data concerning the User, in particular recording of the User's Stamps, statistical data and personal data.

Moreover, it is recalled that the Application does not register on the G2 Dematerialized Loyalty Card those Loyalty Points acquired following payment of purchases made with G2 Professionals. These Loyalty Points are registered by the personnel at G2 Professional points of sale, by means of their own equipment and information systems at the check-out point.

**(v) No responsibility on the part of SNAPP' in case of withdrawal of a Professional from the Application**

The User acknowledges and accepts that the Dematerialized Loyalty Card may, at all times, be deleted from the Application and/or the User Area, in particular upon request by a Professional.

Consequently, the User acknowledges and accepts the possible withdrawal:

- of a Professional from the data bases of Professionals,
- of the User's Dematerialized Loyalty Cards with the Professional involved,
- any Professional Content involved,
- any User Content relating to the Professional involved,
- any Stamps recorded on the User's G1 Dematerialized Loyalty Cards with the Professional involved,
- any reduction Vouchers involved,

and this:

- in the Application downloaded onto the User's Mobile Device,
- the Internet Site,
- and the User Area.

SNAPP' shall not be liable for compliance with the commitments undertaken by the Professional which has so withdrawn, in any manner whatsoever, in particular, as the case may be, within the framework of its Loyalty Program vis a vis the User.

Concerning the number of Stamps, it shall be incumbent upon the User to request the G1 Professional involved to register and keep said Stamps (recorded via the Application under his last and first names and contact details), provided that this possibility is offered by the G1 Professional involved, within the framework of a "paper" loyalty card updated with the number of Stamps, as the case may be.

**(vi) No liability on the part of SNAPP' in case of difficulty affecting the Mobile Device and Means of Access**

The User acknowledges and accepts that SNAPP' shall not be liable for:

- flaws,
- defects,
- non-conformity,
- anomalies,
- errors,
- malfunctioning,

affecting the Mobile Device, the Means of Access and their respective operating systems.

**(vii) No liability on the part of SNAPP' in case of difficulty affecting the communication and telecommunication networks**

The User acknowledges and accepts that SNAPP' shall not be liable for:

- flaws,

- defects,
- non-conformity,
- anomalies,
- errors,
- malfunctioning,

affecting the networks, in particular the communication and telecommunication networks enabling the User to connect to the Application and/or his User Area.

**(viii) No liability on the part of SNAPP' in case of difficulty affecting the equipment used at the check-out points at the Professional's point of sale for registering the User's Loyalty Points**

The User acknowledges and accepts that SNAPP' shall not be liable for:

- flaws,
- defects,
- non-conformity,
- anomalies,
- errors,
- malfunctioning,

affecting the equipment used at the check-out points at the Professional's point of sale for registering the User's Loyalty Points.

**(ix) No liability on the part of SNAPP' concerning use of third party software on the Application**

The Application allows for communicating via Facebook and Twitter, and uses specific geolocalization applications.

SNAPP' shall not be liable for:

- flaws,
- defects,
- non-conformity,
- anomalies,
- errors,
- malfunctioning,

affecting Facebook, Twitter, the geolocalization applications.

**15.2 Warranties**

**(i) No warranty by SNAPP'**

SNAPP' DOES NOT MAKE ANY WARRANTY WHATSOEVER DIRECTLY OR INDIRECTLY CONNECTED TO ACCESS AND USE OF THE INTERNET SITE, THE USER AREA, APPLICATION AND SERVICES BY THE USER, IN PARTICULAR:

- SNAPP' MAKES NO WARRANTY CONCERNING THE LEVEL OF QUALITY OF THE APPLICATION,
- SNAPP' MAKES NO WARRANTY CONCERNING THE RELIABILITY OF THE DATA, REGARDLESS OF ITS NATURE, THAT IT REGISTERS OR RECORDS VIA THE APPLICATION OR IN THE USER AREA.

ANY WARRANTIES, IN PARTICULAR IN TERMS OF EVOLUTION CAPACITIES, STABILITY, INTEROPERABILITY, SECURITY, COMPATIBILITY, INTEGRITY, AND PERFORMANCE OF THE INTERNET SITE, THE USER AREA AND THE APPLICATION, ARE EXCLUDED FROM THESE GCU.

UNDER NO CIRCUMSTANCES SHALL SNAPP' BE LIABLE FOR DIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE CAUSES, ORIGINS, NATURE OR CONSEQUENCES SUCH AS, IN PARTICULAR:

- DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING PROPERTY, NON-PROPERTY AND FINANCIAL DAMAGES THAT COULD BE SUSTAINED BY THE USER DUE TO:
  - USE BY THE USER OF THE INTERNET SITE, THE USER AREA, THE APPLICATION, THE SERVICES OR THE IMPOSSIBILITY FOR THE USER TO ACCESS THE INTERNET SITE, HIS USER AREA, THE APPLICATION, THE

- SERVICES,
- CREDIT GIVEN TO ANY INFORMATION WHATSOEVER DIRECTLY OR INDIRECTLY COMING FROM USE OF THE INTERNET SITE AND/OR THE USER AREA AND/OR THE APPLICATION AND/OR THE SERVICES.

## **(ii) Warranties of the User**

The User warrants that he is the holder of the Dematerialized Loyalty Cards that he registers and uses in the Application, downloaded onto the Mobile Device which he warrants furthermore being the owner thereof.

Consequently, the User warrants that said Dematerialized Loyalty Cards are registered in the Application downloaded onto his Mobile Device by means of:

- his customer number with the Professional involved, as attributed by the latter with the User's complete and accurate last and first names and contact details,
- or the bar code or 2D code appearing on the "paper" loyalty card edited by the Professional involved with the User's complete and accurate last and first names and contact details,
- or the selection of the Dematerialized Loyalty Card involved proposed in the data base of Loyalty Cards available in the Application downloaded on his Mobile Device.

The User warrants that he is the person making payments at the Professionals' points of sale giving rise to the crediting of Loyalty Points and FidMe Points at the time of check out at the places of sale of said Professionals.

### **Article 16 - Severability**

If one or more words, phrases or Articles of the present GCU are found to be invalid, ineffective, legally void or held to be unwritten, or declared as such in application of a law, a provision or following a court ruling, then :

- the other words of the phrase involved,
- the other phrases of the Article involved,
- and in a general manner the remaining stipulations of the GCU remain valid and applicable.

In case of difficulties of interpretation due to any contradiction between any one of the titles figuring in the header of Articles and the contents of one or more Articles, the titles involved are considered nonexistent.

### **Article 17 - Force majeure**

SNAPP' shall not be liable for any breach in respect of delivery or use of the Services due to a case of force majeure as defined by the Civil Code and the case law of the courts and tribunals of France.

It is expressly agreed that the following shall be deemed cases of force majeure: governmental fiat, riots, total or partial strikes, within or without SNAPP' and any lock out that may be the consequence thereof, storms, pandemics, war, terrorism, an action or failure to act by a governmental authority or third party, delay or failure on the part of postal services or any other body for the public or private transport of products or services, stoppage or temporary blocking of the supply of telecommunication services, IT viruses, diversion of data, in particular via the Internet network, stoppage of the supply of electricity, stoppage of a generator, general breakdown of SNAPP's equipment or IT system, as well as any event such as fire, water damage, natural disaster or any other act or event beyond SNAPP's reasonable and exclusive control.

### **Article 18 - Amendment of the Conditions**

SNAPP' reserves the right to amend these GCU by deleting, modifying or adding new ones, by notifying the User through publication of an amended version of the GCU in the Application or on the Internet Site at the time of access to the User Area, by means of a check box.

### **Article 19 - Assignment of these GCU by SNAPP'**

SNAPP' may assign these GCU to any third party of its choosing, at its sole discretion and without notice. In which case, the

User has the right to cancel the present GCU.

**Article 20 - Tolerance**

The User acknowledges that the fact that SNAPP' tolerates a situation does not have for effect the granting of that right to the User.

Moreover, the tolerance in question cannot be interpreted as a disclaimer to claim the rights in question.