

General conditions of sale - Partners

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

BY CLICKING ON THE ICONE «I HAVE READ AND AGREED TO THE GCS» YOU ARE THEREBY EXPRESSING YOUR CONSENT TO BECOMING A «PARTNER» AS WELL AS YOUR ACCEPTANCE OF ALL OF THESE GENERAL CONDITIONS OF SALE («GCS») AND UNDERTAKE VIS A VIS SNAPP', YOUR CO-CONTRACTOR, TO COMPLY WITH ALL OF ITS TERMS WITHOUT ANY RESERVATIONS. IF YOU REFUSE ALL OR PART OF THE TERMS OF THIS CONTRACT, CLICK ON THE ICONE «I REFUSE THE GCS» ON THE BOTTOM OF THIS DOCUMENT.

ATTENTION: APPLICABLE LAW AND JURISDICTION

THESE GCS ARE GOVERNED BY THE LAWS OF FRANCE.

ANY INTERPRETATION, DISPUTE OR CLAIM CONCERNING THEM, IN THE EVENT THAT THE PARTIES FAIL TO REACH AN AMICABLE RESOLUTION, SHALL BE SUBMITTED TO THE COMMERCIAL COURT OF BORDEAUX, 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 GCS, THE FRENCH VERSION SHALL PREVAIL OVER ANY TRANSLATED VERSION THEREOF.

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 for management of customer Loyalty Programs accessible from its Internet site www.fidme.com (hereinafter «Internet Site»).

This service is offered to service and/or retail sales professionals, in particular to French local merchants.

Such service furnishes the Partner with on-line access to functionalities enabling it to design Loyalty Programs for its French customers. More particularly, this service provides the Partner with the possibility of creating Dematerialized Loyalty Cards stored in the telephone of its customers, thereby enabling it to record customer check outs following payment of their purchases and, as the case may be, register one or several Stamps on the Dematerialized Loyalty Card in real time.

This service functions by means of FidMe application software, downloaded from an application software downloading platform to the mobile device of the Partner's customer.

Article 1 - Definitions

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

- The term «Mobile Device» means all electronic communication equipment, in particular smartphones having the configuration necessary for downloading the Application and making it work,
- The term «Application» means the application software, regardless of the version, edited by SNAPP', downloaded on the Mobile Device of the User, enabling the latter in particular to:
 - o register the Dematerialized Loyalty Cards of the Partners whose customer he is,
 - o store said Dematerialized Loyalty Cards and, as the case may be, the Partner's general conditions of use relating thereto,
 - o record the Stamps on his Dematerialized Loyalty Card at the time of checkout following payment of his purchase made at one of the points of sale recorded in the Application by the Partner whose Card he holds; such recording shall be made by the User by scanning a 2D code or bringing his Mobile Device within at least ten centimetres of the Near Field Communication label presented by the Partner to the User following payment of his purchase at the point of sale,
 - o display in the Application via push notification on his Mobile Device, those messages defined by the Partner whose Dematerialized Loyalty Card he holds after exceeding levels expressed in number of Stamps,
 - o display via push notification in the Application, on his Mobile Device, those messages issued by SNAPP',
 - o issue opinions and comments via the Internet Site concerning the Partners whose Dematerialized Loyalty Card

- he holds,
 - store and display his opinions and comments as well as those of other Users in his User Area concerning the Partners of which these Users are holders of Dematerialized Loyalty Cards,
 - receive commercial and promotional offers and canvassing, more specifically reduction and /or gift vouchers and/or Good Deal vouchers from Partners whose 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 »),
 - 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 »),
 - geolocalize the points of sale of Partners whose Dematerialized Loyalty Cards are in the possession of 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 Partners.
- The terms «Data Base or Bases» means all data bases and sub-bases accessible via the Internet Site or the Application.
- The term «Dematerialized Loyalty Card» means the dematerialized version of the loyalty card created by the Partner by means of its Partner Area and contained in the Application downloaded on the Mobile Devices of the Users who are holders thereof.
- The abbreviation «GCS» means this contract, governing the contractual relation between SNAPP' and the Partner.
- The abbreviation «GCU» means the contract governing the contractual relations between SNAPP' and the User.
- The terms «Design» means all designs which, throughout the term of these GCS, 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 « Partner Area » designate all or part of the private area of the Internet Site, which the Partner or User accesses in order to use part of or all of the Services, more specifically all or part of the functionalities, after entering the User ID and the password. Access to the Partner Area is achieved :
 - either in the context of a unique access in case the Partner has subscribed to the Standard Offer
 - or in the context of Supervision Access completed by read-only Supplementary Access, when the Partner has subscribed to a Premium Offer.
- The term «User Area» means the part of the Internet Site, to which the User has access in order to consult, in particular, the Dematerialized Loyalty Cards registered in his name, as well as his statistics, and profile after entry of his login and password.
- The term «Contact Person» means in a generic manner:
 - (i) the natural person who is the legal representative of the Partner or a Partner who is a natural person,
 - and who (ii) completed and sent the form for creation of a Partner Area via the Internet Site, (iii) thereby having audit access to the Area, and (iv) clicked on the icon «I agree to the GCS».
- The term «Trademark» means any and all distinctive signs which, throughout the term of performance of these GCS, 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:
 - o enabling one of the co-contractors to these GCS to commercially identify itself, in particular vis a vis the User,
 - o and is protected by any and all property rights, in particular an intellectual property right held by said co-contractor.
 Communication Tools include, in particular:
 - o the Trademarks,
 - o the Designs,
 - o the Works, regardless of the form (visual, audio, text, etc.),
 - o as well as: trade names, graphic charters and colours, logos, signs, slogans, domain names, without such list being exhaustive.
 It is specified that all elements of which nature ever, having been imported, downloaded, modified, used in any manner by the Partner in order to conceive his Dematerialized Loyalty Card(s) and Vouchers are considered within the present GCS to be tools for communication.
- The term «Means of Access» means all IT and electronic communication means enabling the Partner to access the Internet Site, such as a computer.
- The term «Work» means all original intellectual creations protected by copyright.
- The term « Offer » designates, according to the circumstances :
 - o The Standard Offer,
 - o The Premium Offer,
 Both offers are presented in detail in the Pricing Appendix.
- The term «Partner» means the co-contractor to these CGS.
- The term «Stamp» means the unit in which the loyalty of the Partner's Customer User is evaluated, giving right, in particular, to advantages, commercial offers, gifts and reduction vouchers under the conditions prescribed by the Loyalty Program as defined by the Partner.
- The term «Loyalty Program» means, with respect to each of the Partner's Dematerialized Loyalty Cards, the commitments undertaken by the Partner vis a vis the User, in any form (SMS, e-mail, point-of-sale advertising, etc.), in particular in terms of advantages, commercial offers, reduction vouchers, and gifts if the levels expressed in number of Stamps has been exceeded on his Loyalty Card. The Partner may configure its Loyalty Program via its Partner Area.
- 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 the Partner Area and User Area.
- The term «User» means any natural person having downloaded the Application on the Mobile Device belonging to him and using the Application and/or the Internet Site and/or his User Area for his own needs in connection with a strictly personal, non-commercial and private use.
- The term «Customer User» means a User who is a customer, that is to say, having purchased the Partner's products and/or services and holding at least one Dematerialized Loyalty Card registered in his name.

WARNING

The Partner hereby acknowledges that it can use the Internet Site and the Services only in its capacity as a professional and consequently guarantees that it will act in this capacity.

Article 2 - Purpose

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

- SNAPP' shall make available to the Partner, 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 », with or without consideration, according to the case, under the financial conditions prescribed in Schedule 1 «Prices»,
- as well the conditions under which the Partner shall be authorized to use such Services.

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

GCS.

The Partner hereby waives application of its general conditions of purchase, if any; these GCS alone shall apply to the contractual relationship between SNAPP' and the Partner.

Article 3 - Term

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

The term of these GCS are open-ended.

Article 4 - Prerequisites

4.1 Have competence and adapted Means of Access

The Partner hereby acknowledges having the competence and necessary and adapted Means of Access to access and use the Services. It acknowledges having protected the IT configuration that it uses, in particularly by equipping itself with an anti-virus.

The Partner shall be personally responsible for:

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

The Partner shall support connection and equipment costs connected to Internet access as well as use of 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 Partner 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 Partner undertakes to comply with all regulations and procedures which are mandatory for it considering its place of connection, both concerning access to the Internet Site and its use, in particular use of the Services, in compliance with these GCS.

Moreover, the Partner hereby represents and warrants to SNAPP' that the products and services it sells to the Users comply with all legal and regulatory obligations applicable to them.

Article 5 - Description of the Services

According to the Offer to which the Partner has subscribed, SNAPP' shall make the following services (the «Services») available to the Partner, under the financial conditions appearing in the Schedule Prices:

- supply of an access to a Partner Area via the Internet Site, enabling it to access:
 - o the following functionalities (collectively referred as «Functionalities») offering it the possibility of designing its own Loyalty Programs, and more specifically to:
 - create its own Dematerialized Loyalty Card or Cards, which can include a link directing to the Internet Site edited by the Partner, its e-mail, its telephone number, its social-network-profile or profiles,
 - determine the contents of promotional offers (referred to as « **Good Deals** ») which can be sent via notification in the Application (« in app ») downloaded on their Mobile Device or outside of the Application on the Home Menu of the Mobile Device (« out app »), (provided that the last-mentioned have given their consent to receive such notifications),
 - issue reduction vouchers (referred to as « **Vouchers** ») which can be sent via notification in the Application (« in app ») downloaded on their Mobile Device or outside of the Application on the Home Menu of the Mobile Device (« out app »), to its User Clients (provided that the last-mentioned have given their consent to receive such notifications), according to the price conditions mentioned in the Fee Annex, this functionality being the object of additional charge to the payment of the subscribed offer; the Partner defines more specifically :
 - the contents of the Vouchers,
 - the conditions under which the User Clients can benefit from them,
 - determine general conditions of use of his Dematerialized Loyalty Card or Cards and Vouchers,
 - define the contents of messages which can be sent via notification in the Application (« in app ») downloaded on their Mobile Device or outside of the Application on the Home Menu of the Mobile

Device (« out app »), to its User Clients (provided that the last-mentioned have given their consent to receive such notifications), after exceeding the « levels » it shall determine in number of Stamps recorded on the Loyalty Card; such messages may moreover inform the User Client of his right to a gift offered by the Partner for free, and to be picked up at the counter, provided that the aforementioned message is presented at the counter; the Partner defining:

- the gift he wishes to offer to the User Client,
- as well and the conditions under which the last-mentioned can benefit from it (in general when exceeding the level expressed in number of Stamps)
- offer one more Stamps to User Clients,
- export data (eg : database « Cardholders », « Claimed gifts ») for the purpose of marketing treatment by the Partner ,
- store invoices relative to the use of the Services,
- dispose of tools aiming at limiting the risks of fraud committed by certain User Clients, for example by asking to :
 - receive an email-alert whenever a User Client exceeds a specific number of Stamps over a given period of time;
 - and send e-mail-alerts to the involved User Client or block the accounting of new Stamps.
- dispose (within the framework of the Premium Offer) of an access to a Partner Area which may contain more than three registered points of sale, allowing more specifically to:
 - supervise a large number of points of sale,
 - define their respective Loyalty Programs and Voucher and Good Deal mailing campaigns,
 - access advanced statistics and export data,
 - receive regular activity reports sent by e-mail,
 - use tools to prevent fraud, (hereafter « **Supervisor Access** »),
- dispose (within the framework of the Premium Offer) of Additional Access (hereafter referred to as « **Additional Access** ») to a restricted area of the Partner Area, it being specified that :
 - the number of Additional Accesses is limited to the number of points of sale registered by the Partner in his Partner Area,
 - each Additional Access to the Partner Area is limited to a single consultation of the information/ data/ Loyalty Cards/ Loyalty Programs contained therein, without the possibility of using the Functionalities associated to the involved Point of Sale,
 - each Additional Access to the Partner Area is limited to a single consultation of the information/ data/ Loyalty Cards/ Loyalty Programs by which it is concerned exclusively, without the possibility of accessing the information/ data/ Loyalty Cards/ Loyalty Programs concerning the other Points of Sale associated with the Partner,
- data :
 - for example statistic data on :
 - the number of times the User Client goes through the cash desk at his various points of sale (per Dematerialized Loyalty Card, per point of sale),
 - managing the issued Vouchers (number of issued Vouchers, number of Vouchers visualized by the User Client to whom the Vouchers are destined, ratio number of Vouchers issued/ number of Vouchers)
 - data of a personal order relative to the User Client,
 - data on the Partner's Client User's history of obtained Gifts and used Vouchers
- supply hosting services for the Partner Area, the maximum storage capacity thereof depending more specifically on :
 - the number of points of sale associated with the Partner Area (4,000 «four thousand» points of sale),
 - and the number of Dematerialized Loyalty Card per point of sale (50 «fifty» different Loyalty Programs),
- supply a weekly e-mail activity monitoring service (within the framework of the Premium Offer),
- supply a publicity kit at the sales point, which may contain for example: posters, stickers, etc.
- make a press release in the « Press Release » area in the Application (within the framework of the Premium Offer),
- issue messages promoting the Partner products or services on the Facebook and/or Twitter « FidMe » profile as well as on the internet site www.fidme.com, (within the framework of the Premium Offer).

The Partner reads and accepts that the actual reception by the User Client of commercial or promotional offers, or canvassing, more specifically of Vouchers and/or Gifts and/or Good Deals via « in app » or « out app » notification issued by him within the framework of the Services, depends notably on the settings chosen by the User Client on his Mobile Device..

Article 6 - Access to the Services

SNAPP' shall make best efforts in order to provide the Partner access to the Services via the Internet site 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,
- a technical problem that could occur, preventing the Partner access to its Partner Area and/or use of the Services.

Within the framework of the Standard Offer, the Partner shall have access to its Partner Area via the Internet Site, after having entered in the «Partner» rubric:

- a login, and
- a password,

it previously determined at the time of its registration.

If the Partner has subscribed to a Premium Offer, he is entitled to:

- Supervisor Access,
- Additional Access, to be defined by him through choosing the ID and Password permitting the creation of each of the aforesaid Additional Accesses.

Article 7 - Use of the Services

Article 7.1 Obligations of the Partner

The Partner agrees to comply with all of the provisions contained in these GCS within the framework of an obligation to achieve a particular result.

Consequently, within the framework of its obligation to achieve a particular result, the Partner shall more particularly:

- accurately furnish the information requested in all forms contained in the Partner Area, including the points of sale data input form,
- use a contact person having legal capacity to represent it in order to ensure its registration and management of its Partner Area,
- promptly update all information concerning it contained in its Partner Area, in particular the addresses of its points of sale,
- ensure the confidentiality of its logins and password providing it access to the Partner Area,
- cause its personnel at its points of sale registered in the Application to systematically display to the Customer User, no more than one minute following actual payment by the latter at the point of sale, the 2D code or Near Field Communication label enabling the latter to record the Stamp or Stamps to which his purchase gives him right according to the Partner's Loyalty Program (hereinafter «display obligation»),
- train its personnel in order to guarantee compliance with the display obligation here above mentioned,
- permanently control compliance by its personnel with the display obligation,
- train its personnel in order to avoid any risk of operational error, loss or theft of the User's Mobile Device, and/or malfunctioning of the Application,
- permanently ensure that its personnel is not at the origin of any operational error, loss or theft of the User's Mobile Device and/or malfunctioning of the Application,
- ensure the confidentiality of the 2D code or the Near Field Communication label delivered by SNAPP' enabling the Partner to have the Stamps recorded on its Customer Users' Dematerialized Loyalty Cards,
- with respect to the Customer User, systematically perform the commitments it has undertaken, regardless of the form (in particular: SMS, e-mail, notification, point-of-sale advertising, etc.), specifically in connection with its Loyalty Programs, its general conditions of use relating to its Dematerialized Loyalty Cards, in particular in terms of advantages, commercial offers, reduction coupons and gifts in case of exceeding levels expressed in number of Stamps on its Loyalty Card (more specifically in case the levels expressed in numbers of Stamps have been exceeded on the Loyalty Card),
- permanently verify the use made by its Customer Users of the Application and the User Area, in particular use of its Dematerialized Loyalty Cards and immediately notify any fraud, abuse or abnormal use by a User and/or any aiding and abetting by a member of the personnel, by e-mail to support@findme.com, together with all supporting documents attesting to the reality of the fraud, abuse, abnormal use and/or aiding and abetting by a member of the personnel,
- notify the unlawful Content under the conditions prescribed in the Article Content,
- pay the subscription fee to the Premium Offer, if subscribed, according to the conditions fixed in the Fees Annex,
- pay the fees for using the Functionality for sending Vouchers to the User Clients holders of Dematerialized Loyalty Card(s), according to the conditions fixed in the Fees Annex,
- not make an abusive use of the anti-fraud tools at his disposition in the Partner Area,
- comply with the legal and contractual obligations in respect to rights of third parties, in particular concerning intellectual property and the right to personal data.

7.2 Prohibited uses of the Services

Except for demonstration or test purposes, the Partner may not download and/or use the Application, in any manner whatsoever, the latter being made available exclusively to the Users, as defined in the Article «Definitions».

The Partner shall not usurp the identity of another person in order to download and/or use the Application.

In connection with Use of the Services, the Partner shall not, more particularly:

- use or attempt to use any and all data (including data belonging to a third party) and specifically: communicate false, usurped or erroneous contact details to SNAPP', by any means whatsoever, and in particular via the registration form on the Internet Site, and convey false, usurped or erroneous bank data to SNAPP' by which means ever, and more specifically via the payment form on the internet site,
- injure or cause a loss to any third party, in any manner whatsoever, in particular by engaging in unfair competition, free riding, damage to reputation or image, denigration, invasion of privacy,
- insert in its general conditions of use connected to its Dematerialized Loyalty Card or Cards provisions that are unlawful and/or contrary to these GCS,
- commit or attempt to commit a criminal infraction or infractions,
- divert or attempt to divert the Services for purposes other than those for which they are intended,
- use or market all or part of its Partner Area, for example in the form of rental or resale of the Services,
- 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: 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: social networks, the Internet Site, etc.),
- attempt to disrupt or disrupt or interrupt the functioning of the Application and/or the Internet Site and/or all or part of the Services and/or any networks and/or any services connected to the Internet Site,
- 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 a third party Partner,
- attempt to access or access data which is not intended for the Partner,
- 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 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 Partner 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 Partner and/or any third party,
- transmit, download, send towards the internet site and/or the Application and/or on the home menu of the Mobile Device (outside of the Application « out app ») of the User, communicate in any way and by whichever technological means contents which is illegal, prejudicial, menacing, insulting, harassing, criminal, defaming, vulgar, obscene, immoral, odious, shocking or salacious, or infringing on personal rights from a racial, ethnic or any 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, 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, 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 Partner 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 Partner 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.

Consequently, the Partner hereby undertakes to guarantee and hold harmless SNAPP' and all affected third parties, up to the amount of all loss caused by non-compliance with this Article, by the mere sending by registered letter, acknowledgment of receipt requested of supporting evidence of the evaluation of said loss.

Article 8 - Protection of intellectual property

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

(i) General principle

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

Consequently, the Partner 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, in particular its Functionalities,
 - 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) License granted for the software elements contained in the Partner Area

SNAPP' hereby grants to the Partner, as concerns the software elements contained in its Partner Area allowing for the use of the Functionalities:

- a personal, non-exclusive, non-assignable and non-transferable right:
 - o of reproduction in the memory of its servers,
 - o of displaying on the Contact Person's computer,
 - o and use by the Partner,
 - o in executable code,
- by means of a connection to an electronic communication network,
- for the sole purpose of enabling the Partner, in connection with a non-commercial use:
 - o to use the Services,
 - o to the exclusion of any other purpose,
- for the length of performance of these GCS, within the limit of the legal duration for protection of the software,
- within the French territory.

SNAPP' does not grant any right to the software contained in the Partner Area other than those mentioned above.

(iii) Prohibitions

Without such list being exhaustive, the Partner 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, 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 (excepting those cases provided by law),
- 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 Partner Area, furnished by SNAPP' to the Partner for such purpose.

8.2 Protection of the Data Bases

The Data Bases are protected by copyright, as Protected Elements, as provided for in the Article «Protection of the Internet Site and its contents («Protected Elements») – (i) General principle.

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

The Partner 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 data, personal data and geographic data.

The Partner 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 Partner, 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 such 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.

By way of exception to the prior principle, the Partner shall be authorized, exclusively as concerns the Data Bases appearing in the rubric "My stats", to not comply with the prohibition provided for at point (i) above, under the conditions of the Schedule Prices.

8.3 Protection of the Application

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

The Partner acknowledges that SNAPP' has not granted it any right whatsoever to its Application.

In this regard, without such list being exhaustive, the Partner shall not, more particularly:

- download, use, 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, 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 downloaded on the User's Mobile Device contain Communication Tools belonging:

- either to SNAPP', or
- the co-contracting Partner, or
- third parties.

The Partner acknowledges the rights of SNAPP' and third parties to their respective Communication Tools, whether Works, Trademarks, Designs or domain names, company names, signs or trade names, without such list being exhaustive.

Consequently, the Partner shall not, in particular, in any manner whatsoever, copy, modify, publish, reproduce, recreate (in particular within the framework of a derivative work), present, publicly display, exploit and disseminate and, in general, use all or part of the Communication Tools without the prior written authorization of SNAPP' or the third party involved.

8.5 Sanctions

The Partner 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, 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.

8.6 License granted by the Partner to its own Communication Tools for the benefit of SNAPP'

In connection with the procedure for creation of its :

- Dematerialized Loyalty Cards thanks to the rubric « My Cards », accessible from the Partner Area,
- Vouchers thanks to the rubric « Create a Voucher » , accessible from the Partner Area,

the Partner disposes of the right to import the Communication Tools.

The Partner hereby represents and warrants to SNAPP' that it is the holder of any and all property rights involving:

- all the Communication Tools that it imports, downloads, modifies and uses, in any manner whatsoever, and regardless of the form, in order to design its Dematerialized Loyalty Card or Cards,
- all the Communication Tools that it creates by means of use of the Functionalities, including, in particular, its Dematerialized Loyalty Card or Cards.

(i) Communication Tools protected by copyright

These provisions apply to the Works that are part of the Partner's Communication Tools. The latter warrants being the holder of the copyright to said Works.

The Partner grants to SNAPP' concerning such Works, on a non-exclusive basis:

- assignable and transferable rights, in particular, to the Users, on all media, thus defined:
 - o the reproduction rights for the Works: the right to copy or have a third party copy and more particularly to display, store, download all or part of the Partner's Works on any medium, especially:
 - on an Internet website, the Partner Area, the User Area, the Application, the Mobile User Device, the SNAPP' company servers, hard copies, magnetic copies, telecoms, analog and digital microwave/TNT, GSM network, WAP network, DCS 1800, 2G/GPRS network, 3G+ networks, 3G/UMTS networks, Wi-Fi networks, Bluetooth network, Internet network, cable, ADSL, optical fiber, WIMAX, CD-ROM, CD-I, DVD, HDDVD, Blu-ray or any other computer or electronic media, known or unknown, current or future (hereinafter «Media») without any limitation on their numbers,
 - o the right to show the Works: the right for all or part of each Work, to disseminate or have a third party disseminate them, by any process, known or unknown at the present time, and in particular using any of the Media mentioned in this article in any format,
 - o the right to modify the Works: the right to modify or have a third party modify all or part of the Works of the Partner, the right to correct, reduce, alter the format, develop, produce new versions, maintain, decompile, mix, modify, edit, transcribe, arrange, digitize, transfer to any other configuration, interface with any software, data bases, computer products, use algorithms for any purpose, transcribe them in full or in part, in any form, modified, abridged, condensed, extended, for the integration of all or part of them into existing or forthcoming Works, and on any media mentioned in this Article,
- in order to enable:
 - o SNAPP' to furnish the Services to the Partner under the conditions provided for in these GCS,
 - o as well as the use by the User of the Application, the User Area and the Internet Site,
- throughout the term of these GCS, within the legal duration for protection of the Works,
- for the whole world.

This copyright grant is made in consideration of the supply of the Services by SNAPP'.

(ii) Communication Tools protected by trademark rights

These provisions apply to the Trademarks forming part of the Partner's Communication Tools. The latter warrants being the holder of the industrial property rights to said Trademarks.

The Partner grants to SNAPP', concerning such Trademarks, on a non-exclusive basis:

- the right to exploit all or part of each Trademark, including in particular the right to use, disseminate, reproduce and modify all or part of the Trademark, including the right to display, store, download,
- on the Media listed at (i) above,
- in order to enable:
 - o SNAPP' to furnish the Services to the Partner under the conditions provided for in these GCS,
 - o as well as the use by the User of the Application, the User Area and the Internet Site,
- throughout the term of these GCS, within the legal duration for protection of the Trademarks,
- for the whole world.

This grant is made in consideration of the supply of the Services by SNAPP'.

(iii) Communication Tools protected by the right to the Designs

These provisions shall apply to the Designs forming part of the Partner's Communication Tools. The latter warrants being the holder of the industrial property rights to said Designs.

The Partner grants to SNAPP' concerning such Designs, on a non-exclusive basis:

- the right to exploit the Design, including in particular, for all or part of each Design the right to use, disseminate, reproduce and modify all or part of the Design, including the right to display, store, download,
- on the Media listed at (i) above,
- in order to enable:
 - o SNAPP' to furnish the Services to the Partner under the conditions provided for in these GCS,
 - o as well as the use by the User of the Application, the User Area and the Internet Site,
- throughout the term of these GCS, within the legal duration for protection of the Designs,
- for the whole world.

This grant is made in consideration of the supply of the Services by SNAPP'

Article 9 - Personal data

9.1 Personal data of the Contact Persons

SNAPP' collects personal data of the Contact Person.

SNAPP' undertakes to protect the personal data communicated by the Contact Persons according to these GCS and the Data Processing and Freedoms Law.

(i) Person in charge of processing

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

(ii) Purposes of processing

Personal data is collected from the Contact Person in order to make the Services available to him, thus enabling him to ensure management of the Partner's Loyalty Programs owing to the Functionalities from which it benefits (according to the subscribed Offer).

Accordingly, collection of his personal data enables that the smooth running of the use of the Internet Site and the Services, as well as access and management of the Partner Area be ensured.

The data communicated by the Contact Person, in particular via browsing on the Internet Site (example: IP address) or via registration forms on the Internet Site, are indispensable for processing his request (for example: opening of a Partner Area).

SNAPP' shall not be responsible for the quality and relevance of the information entered by the Contact Person in the data collection form.

(iii) Mandatory collection of certain data

Collection of certain data is mandatory (IP address, data marked with an asterisk in the forms in question, etc.).

If the Contact Person fails to complete such mandatory data areas, he may not create his Partner Area or the Partner Area of the Partner he represents, nor use the Services.

(iv) Cookies

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

- "User-session ID" cookies are used by the Internet Site in order to:
 - o store information relating to a form that has been filled by the Contact Person on the Website (eg registration, access to User Area)
 - o allow the Contact Person's access to restricted areas of the Internet Site (eg: its 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:

- adapt the editorial content of the Internet Site to the technical configuration of a computer/tablet,
- "security" cookies are used by the Internet Site in order to improve the security of services/items/ areas, upon Contact Person's request (eg access to User Area),
- audience measurement cookies are used by the Internet Site in order to set up anonymous statistics and traffic volumes (eg: topics , contents), which enables SNAPP' to:
 - communicate on the success of the Services towards Professionals and Users,
 - improve the ergonomics and interest of the Application.

The use of cookies by 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 Contact Person.

The Contact Person 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:

- under Internet Explorer: <http://windows.microsoft.com/fr-FR/windows-vista/Block-or-allow-cookies>
- under Safari: <http://docs.info.apple.com/article.html?path=Safari/3.0/fr/9277.html>
- under Chrome: <http://support.google.com/chrome/bin/answer.py?hl=fr&hlrm=en&answer=95647>
- under Firefox: <http://support.mozilla.org/fr/kb/Activer%20et%20d%C3%A9sactiver%20les%20cookies>
- under Opera: <http://help.opera.com/Windows/10.20/fr/cookies.html>.

For more information regarding management and deactivation of cookies, the Contact Person may use the help section of his browser. The Contact Person may contact SNAPP' by e-mail at support@fidme.com in case of difficulty in exercising his right of access or opposition to cookies,

However, if the Contact Person does not accept the cookies, use of the Services (in particular, browsing on the Internet Site and the Partner Area), can possibly not be carried out correctly.

(v) Recipient of personal data - Confidentiality

The recipients of the Contact Person's personal data are:

- the services and employees of SNAPP' which are involved (in particular: the IT, sales/marketing services),
- and/or the companies that assist it in the operation and/or exploitation of the Internet Site, in particular the services and employees of the company hosting the Internet Site.

(vi) Rights of the Contact Person concerning his collected personal data

The Contact Person 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,
- 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.

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

9.2 Personal data of Customer Users

This paragraph concerns the personal data of the Partner's Customer Users.

(i) SNAPP's status as person in charge of processing of personal data

SNAPP' shall be the person in charge of processing personal data concerning Users, including the Partner's Customer Users, within the meaning of Article 32 of the Data Processing and Freedoms Law.

(ii) Nature of the right granted to the Partner concerning the personal data of Customer Users

The nature of the right granted to the Partner is a right to use the personal data made available to it by SNAPP' in strict compliance with the conditions set forth hereinafter.

In accordance with the Article «Protection of the Data Bases», SNAPP' has a *sui generis* right to produce Data Bases, including its personal Data Bases, constituting a vital economic and commercial aspect of its activity, which is so acknowledged by the Partner.

The Data Bases «Claimed gifts», «Card holders» and «Customer contact details» as described hereinafter appear in the rubric «My Stats» of the Partner Area and come within the exception laid down in the Article «Protection of the Data Bases» authorizing the Partner to not comply with the prohibition prescribed at point (i) of said Article.

Consequently, as concerns the Data Bases «Claimed gifts», «Card holders» and «Customer contact details», the Partner shall be authorized to make retrievals, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of these Data Bases, to another medium, by any and all means and regardless of the form, under the conditions prescribed in the Schedule Prices.

(iii) Personal data made available by SNAPP' to the Partner

Within the framework of these GCS, only such personal data concerning which the Partner's Customer User gave his consent may be made available to the Partner.

Consequently, the Partner acknowledges and accepts that:

- the personal data made available to it is not exhaustive in nature with respect to the claimed gifts, holders of the Dematerialized Loyalty Cards and contact details of the Customer Users,
- the personal data of Customer Users who have not given their consent prior to transmission of their data to the Partner shall not be transmitted to the latter,
- the personal data of Users who are not Customer Users shall not be made available to the Partner.

If the Partner has chosen a free subscription, the personal data listed below may be made available to the Partner under the conditions set forth hereinafter:

- «Claimed gifts» Data Base: first and last name of the Customer User having won a gift at the time of check out and date of use of the gift,
- «Card holders» Data Base: first name, initial of the last name, zip code, date of the last stamp, number of stamps and number of levels exceeded by the Customer User holding a Partner's Dematerialized Loyalty Card, stored in his Mobile Device by means of the Application.

If the Partner has chosen a paying subscription as defined in the Schedule «Prices», the personal data listed below may be made available to the Partner:

- «Customer contact details» Data Base: civil status, last name, first name, date of birth, zip code and e-mail of the Partner's Customer User.

SNAPP' shall maintain full ownership of the data made available to the Partner.

Making available to the Partner of the personal data listed above shall not impede use by SNAPP' of said data in connection with the processing of personal data for which it is responsible.

(iv) The Partner's status as person in charge of processing of personal data of its Customer Users to which it has the right of access

The making available to the Partner of the Data Bases identified at point (iii) confers on the latter the status of the person in charge of its own processing of personal data transmitted to it.

As such, the Partner undertakes and guarantees that it shall comply:

- in general, with all of the regulations applicable in France relating to personal data, in particular Law no. 78-17 of 6 January 1978, as amended, on data processing, files and freedoms, as well as all European regulations and all of the recommendations, decisions and other standards promulgated by the Commission Nationale de l'Informatique et Libertés [national commission for data processing and freedoms] (hereinafter the «Data Processing and Freedoms Law»),
- as well as the principles below (hereinafter the «Principles») in respect of personal data:

- The Partner shall be authorized to process the personal data made available to it, within the framework of these GCS, for the following purposes only:
 - transmission to Customer Users of commercial and/or promotional offers, in particular reduction vouchers and Good Deals, according to the terms and conditions of transmission of said offers accepted by the User involved,
 - transmission to Customer Users of the Partner's canvassing messages, according to the terms and conditions of transmission of said offers accepted by the User involved,
 any other purpose being prohibited; and other transmissions of commercial and/or promotional offers and/or canvassing messages issued by the Partner intended for the User, carried out according to the terms and conditions of transmission other than those accepted by the recipient User of said messages and offers also being prohibited.
- The Partner is hereby reminded that it may not assign to any third party, make available to a third party or provide access to any third party any personal data of the Customer Users involved.
- Any request by a Customer User for the purpose of exercising his rights of access, modification, rectification, deletion or opposition transmitted to the Partner shall be promptly handled by the latter.

The Partner shall not violate the Data Processing and Freedoms Law and the Principles, and in particular, without such list being exhaustive:

- diversion of the purposes of the processing of personal data as prescribed by said Principles,
- fraudulent use of personal data made available to it.

The Partner hereby acknowledges that any violation by it of the Data Processing and Freedoms Law and/or the Principles shall cause a considerable loss to SNAPP', in particular in terms of image, reputation, and necessarily impact SNAPP' on the commercial, economic and financial level.

Consequently, the Partner hereby undertakes to guarantee and hold harmless SNAPP' and all third parties, in particular any User, against any loss caused by non-compliance with the Data Processing and Freedoms Law and/or the Principles, by the mere sending by registered letter, acknowledgment of receipt requested of supporting evidence of the evaluation of said loss.

Article 10 - Contents

10.1 Contents edited by the Partner

(i) The Partner's status as editor of the contents

The Partner 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 it creates, hereinafter the «Partner Content», in connection with use of the Services, and which are accessible to Users via:

- the Application,
- and/or in the home menu of the Mobile Device (for example in case of notification « out app »),
- and/or the Internet Site, in particular by means of their User Areas.

For example, the Partner shall more particularly have the status of editor of, without such list being exhaustive:

- the content appearing on its Dematerialized Loyalty Card or Cards,
- the general conditions of use related to its Dematerialized Loyalty Card or Cards,
- messages that may be displayed in the case of exceeding the level in the User's Mobile Device,
- the Good Deals that it proposes to its Customer Users.

Consequently, the Partner undertakes to cause to appear in its general conditions of use related to each Dematerialized Loyalty Card all of the legal notices required by Article 6 of Law no. 2004-575 of 21 June 2004 for confidence in the digital economy.

The Partner warrants that the data and Partner Content that it communicates to SNAPP' and that it accordingly renders accessible to the Users are lawful, accurate and correct, in conformity with these GCS and that it holds all of the rights thereto.

In this regard, the Partner alone shall be liable for its Partner Content and the consequences connected to its creation, suppression, modification, download on the internet site and/or User Area, and/or Application, and/or home menu of the Mobile Device (in case of « out app » notification).

(ii) SNAPP's status as host concerning the content edited by the Partner

SNAPP' shall have the status of host of the Partner 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 for the Partner Content.

The Partner is informed that if the latter were to edit Partner Content that is unlawful and/or non-conforming with these GCS, SNAPP' reserves the right to:

- verify, control, delete or render access impossible to the Partner Content in dispute via the Application and/or the Internet Sites,
- and/or suspend and/or delete the Partner's access to its Partner Area,
- and/or terminate these GCS.

10.2 Content edited by the User

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 it creates (hereinafter defined in this paragraph as the "User Content") in connection with use of the services made available by SNAPP' and which are accessible to Users and/or Partners via:

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

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

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

SNAPP' shall control User Content, solely upon request of the Partner which notifies it of the opinion or comment in dispute.

Any Partner which finds any User 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,
- 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 below [sic]) sent to the address: support@fidme.com
- or a message (containing the list of information indicated below [sic]) sent to SNAPP' via the following interface: <http://www.fidme.com/fr/contact.html>

The Partner 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 or comment in dispute,
- and/or suspend and/or stop access by the User involved to the Application and/or the Internet Site,
- and/or terminate the general conditions of use related to his Dematerialized Loyalty Card or Cards concluded with the User involved.

The Partner 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 Partner hereby accepts that SNAPP' may temporarily suspend and/or definitively close all or part of the Partner Area and the Services, at its sole discretion, *ipso jure* and forthwith in case of:

- non-compliance by the Partner with any provision of these GCS, more specifically the Article« Use of Services »,

- failure to use the Partner Area for more than 6 («six») months.
- and/or in case of partial or full non-payment of:
 - o the subscription to the payable Offer to which he has subscribed,
 - o And/or the use of the functionality for Voucher sending.

The Partner may no longer access the suspended Services in three such cases.

In case of failure to pay its subscription under the conditions prescribed in the Schedule Prices, SNAPP' shall only suspend the Partner's access to the «Customer Contact Details» Data Base, which the Partner so accepts.

Article 12 - Termination - Discontinuance

12.1 – Termination by the Partner

The Partner may terminate these GCS at all times by registered letter, acknowledgment of receipt requested sent to SNAPP' at the address of its registered office referred to in the legal notices, without any compensation, provided it gives notice of: 1 («one») month.

Termination shall become effective from the date of receipt by SNAPP' of the registered letter, acknowledgment of receipt requested (hereinafter «date of termination»).

12.2 – Termination by SNAPP'

In case of :

- non-respect of fixings of the present GCS by the Partner and more specifically of the article « Use of Services »,
- partial or entire and/or non-payment of :
 - o his subscription to the Premium Offer (if subscribed)
 - o and/or the use of the Voucher sending functionality,

SNAPP' may unilaterally terminate the contractual relationship forthwith, block access to the Partner Area and/or block access to all or part of the Services, temporarily or definitively, without any consideration nor compensation.

Moreover, SNAPP' may terminate these GCS at all times, by registered letter, acknowledgment of receipt requested sent to the address of the Partner's registered office, without compensation, provided it gives notice of: 1 («one») month.

12.3 - Effects of termination

Excepting those provisions expressly mentioned as surviving termination, termination of these GCS shall vitiate all of the provisions of these GCS, in particular, and all grants of intellectual property rights, by either one of the co-contractors as provided for in the Article «Intellectual Property» shall be terminated and consequently no longer be effective as from the date of termination.

(i) Elimination of access to the Partner Area

The Partner is informed that the effect of termination is elimination of the Partner's access to its Partner Area and everything it contains, in particular the Dematerialized Loyalty Cards, and statistical and personal data relating to Customer Users.

Moreover, all of the Dematerialized Loyalty Cards created by the Partners and the Loyalty Programs associated with each of them shall be eliminated from the Application downloaded on the Mobile Device of the User, who consequently shall no longer have access thereto.

In particular, in the case of elimination of access to the Partner Area imposed by SNAPP', the Partner shall not attempt, by any means whatsoever, to get around this elimination decision.

SNAPP' shall not be subject to any obligation to maintain the Partner Area and what it contains subsequent to elimination of access to this Area.

(ii) Maintaining commitments undertaken towards Customer Users

Termination of these GCS shall not prevent the Partner from fulfilling its commitments undertaken towards its Customer Users in connection with Loyalty Programs, regardless of the form thereof, before the date of termination of these GCS, in particular Vouchers, Gifts, Stamps and Good Deals.

The Partner shall stipulate this obligation to comply with its commitments undertaken towards the Users in its general conditions of use connected to its Vouchers and Dematerialized Loyalty Cards.

Consequently, the Partner undertakes, within the framework of an obligation to achieve a particular result, to comply with its obligations prescribed by its Loyalty Program, in particular:

- reduction vouchers, up until all of the vouchers attributed to the Users are disposed of,
- free gift offers from the Partner and valid Good Deals, for the benefit of the Customer User having a right thereto, notwithstanding termination of these GCS.

12.4 - Discontinuance of the Internet Site and/or the Partner 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 the Partner Area,

ipso jure and without any formalities nor compensation.

Article 13 – 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 Partner 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 GCS, regardless of the reason therefor.

13.1 No liability on the part of SNAPP'

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

SNAPP' shall not carry out any control whatsoever with respect to the listing of points of sale registered by the Partner in its Partner Area.

The Partner warrants having the legal capacity for registering the points of sale it identifies in its Partner Area and which are associated with it in the Application and the Internet Site.

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

(ii) No liability on the part of SNAPP' in case of access to the Partner Area by a third party

SNAPP' shall not carry out any control whatsoever with respect to the Partner's legal capacity to conclude these GCS and/or with respect to the legal capacity of the Contact Person.

The Partner alone shall be liable for the security and confidentiality of its ID and password giving access to the Partner Area, including IDs and passwords for Additional Access.

The Partner is solely responsible for the use, whether fraudulent or not, through such third party of:

- ID and password,
- the use of Services by that third party as well as actions,
- and statements made by the latter from the Partner Area.

The Partner alone shall be responsible for ensuring that the Contact Person managing its Partner Area in its name and on its behalf has the legal capacity to do so. The Partner alone, therefore, shall be liable for use by a third party of its Partner Area and the Services.

In case of access by a third party to the Partner Area, the Partner shall promptly notify SNAPP' of such intrusion in said Area.

(iii) No liability on the part of SNAPP' vis a vis the User

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

The Partner undertakes to comply with all its commitments undertaken vis a vis the Users, regardless of the form thereof.

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

- for any commitment or obligation undertaken by the Partner vis a vis the User, regardless of the form thereof,
- for any act or omission committed by the Partner vis a vis the User, regardless of the form thereof,
- for the form and content of the web sites, the Partner's offers for goods, products and services and Partner Content (as defined in the Article «Contents»), in particular:
 - o their conformity or non-conformity with the applicable regulations in force and effect (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 Partner, 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 Partner's point of sale,
- for the inaccuracy and falsity of the information communicated by the Partner.

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

SNAPP' shall not be liable, in particular:

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

Moreover, SNAPP' shall not be liable for the functioning of the Application and the User Area due the User, within the limits provided by the GCS contractually linking it to the User.

SNAPP' shall not be liable for any and all defects, problems, difficulties, errors, malfunctions and anomalies affecting the smooth running of the User Area and 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 Customer User's Stamps, statistical data and personal data.

Furthermore, SNAPP' shall not be liable for defects, problems, difficulties, errors, malfunctions and anomalies affecting the Partner Area, in particular any and all data concerning the User, in particular recording of the Customer User's Stamps, statistical data and personal data.

(v) No liability on the part of SNAPP' in the results derived from use of the Internet Site and/or the Services

The Partner alone shall determine its Loyalty Programs.

SNAPP' shall not be liable for the inefficacy of the Loyalty Programs determined by the Partner, in particular:

- low frequency of use of the Application by the Users,
- low frequency of use of the User Clients' Dematerialized Loyalty Card,
- low profitability of « in app » mailing campaigns (directly in or « out app » commercial, promotional, canvassing offers defined by the Partner via his Partner Area, more specifically Voucher and/or Gift and/or Good Deal mailing campaigns addressed to the User Clients,
- stagnation or decrease in volume of the Partner's clientele who are Users,
- stagnation or decrease in turnover,
- stagnation or decrease in profits.

The Partner notes and accepts that the User is free to:

- chose the settings for the Mobile Device freely (more specifically within the framework of the rubric of the Mobile Device concerning the notification management and the display modalities on the Mobile Device)
- and thus to refuse to receive by « in app » or « out app » notification any commercial, promotional or canvassing offers, more specifically Vouchers and/or Gifts and/or Good Deals sent by the Partner.

The Partner notes and accepts that once the involved User receives the commercial, promotional or canvassing offers, more specifically Vouchers and/or Gifts and/or Good Deals sent by the Partner via « in app » or « out app » notification, the last mentioned remains free to consult or not the said offers, to make use of them or not.

Thus, SNAPP's responsibility may not be engaged in case Users to whom the above mentioned offers were destined declined to consult and/or make use of them.

(vi) No liability on the part of SNAPP' with respect to the use made by the User of the Application and/or the User Area

SNAPP' shall not be liable in the case of a use which is:

- fraudulent,
- and/or unlawful,
- and/or contrary to the GCS connecting it to the User,
- and/or prejudicial to the Partner,

by the User of the Application and/or the Internet Site (in particular, the User Area).

Moreover, the Partner acknowledges and accepts that SNAPP' carried out no control with respect to the status of the holder of the Customer User's Dematerialized Loyalty Card.

Consequently, SNAPP' is, in particular, not liable for the use of the Dematerialized Loyalty Card or Vouchers by a User who is not the holder thereof, in particular, without such list being exhaustive, in case of:

- o registration of a Dematerialized Loyalty Card of a User who is not the holder thereof,
- o usurpation of the identity of a User,
- o recording Stamps on the Dematerialized Loyalty Card of a User who is not the holder thereof.

(vii) No liability on the part of SNAPP' with respect to personnel present at the points of sale

The Partner alone shall be liable at its point of sale:

- for any and all resources (human, material, logistical, organizational, etc.) implemented at its points of sale (in particular, the accessibility, the visibility of the 2D code or Near Field Communication label, etc.) allowing for recording by the Application of the Stamps on the Dematerialized Loyalty Cards,
- for the competence of the check-out personnel in charge of implementing the means necessary to enable the Application to record the affixing of Stamps on the Dematerialized Loyalty Card, in particular the presentation of the 2D code or the Near Field Communication label following payment by the User of purchases.

SNAPP' shall not be liable for any and all faults and/or negligence and/or omissions committed by the personnel present at the Partner's points of sale vis a vis the User, in particular:

- concerning manipulation of the User's Mobile Device and/or the Application downloaded on to it,
- concerning failure to systematically present the 2D code or the Near Field Communication label to the User following payment of his purchase, enabling him to record Stamps on the Dematerialized Loyalty Cards by means of the Application.
- concerning the validity of a Voucher presented by a User at the counter.

(viii) No liability on the part of SNAPP' with respect to custody of the 2D codes or Near Field Communication labels

It is hereby recalled to the Partner that the recording of Stamps on the User's Dematerialized Loyalty Card is done by scanning of the 2D code or bringing a Near Field Communication label within at least ten centimeters of the User's Mobile Device, which SNAPP furnishes it.

The Partner alone shall be liable for keeping this 2D code and Near Field Communication label confidential with respect to the personnel present at its points of sale as well as Users and, in general, with respect to all third parties.

SNAPP' shall not be liable for the use made by the Partner of the 2D code and/or the Near Field Communication label furnished it, and in particular for any abuse and/or fraudulent use of this code and/or label by the Partner, its personnel, its Users, its Customers, and more generally, by any third parties.

It shall be incumbent upon the Partner to take all measures necessary for the security, confidentiality and training of personnel at its points of sale in order to avoid any abusive and/or fraudulent use of such code or label, both by said personnel and the Users, and more generally, by any third parties.

Moreover, the Partner alone shall be liable for ensuring the integrity and protection of this 2D code and Near Field Communication label. It shall be incumbent upon it to take all measures necessary for maintaining the integrity and protection of the 2D code and Near Field Communication label.

13.2 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 AND SERVICES BY THE PARTNER, AND USE OF THE APPLICATION BY THE USER, IN PARTICULAR:

- SNAPP' MAKES NO WARRANTY CONCERNING THE LEVEL OF QUALITY OF THE SERVICES,
- SNAPP' MAKES NO WARRANTY CONCERNING THE RELIABILITY OF ANY AND ALL DATA THAT IT REGISTERS AND TO WHICH THE PARTNER HAS ACCESS VIA ITS PARTNER AREA,
- SNAPP' MAKES NO WARRANTY IN THE CASE THE RESULTS EXPECTED BY THE PARTNER IN TERMS OF FREQUENCY OF USE OF THE DEMATERIALIZED LOYALTY CARD, OF FREQUENCY OF THE READING OF « IN APP » OR « OUT APP » MESSAGE NOTIFICATIONS (MORE SPECIFICALLY OF VOUCHERS, GOOD DEALS ETC.), OF EVOLUTION OF TURNOVER, OF PROFIT, OF BENEFIT, OF TRAFFIC OF THE PARTNER'S POINTS OF SALE, ETC. WERE NOT EFFECTIVE
- SNAPP' MAKES NO WARRANTY WITH RESPECT TO THE LEVEL OF USE OF THE APPLICATION BY THE USERS.

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

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

- LOSS OF PROFITS, FINANCIAL LOSSES, COMMERCIAL LOSSES, LOSS OF CLIENTELE, LOSS OF ORDERS OR ANY OTHER FORM OF CONSEQUENTIAL LOSS RESULTING FROM USE OF THE SERVICES,

THAT COULD BE SUSTAINED BY THE PARTNER DUE TO:

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

(ii) Warranties of the Partner

The Partner warrants that it is the holder of all the property rights to its Communication Tools.

The Partner warrants that it has all the necessary written authorizations, in particular from the natural persons appearing on all photographs that it uses on its Dematerialized Loyalty Card and/or Vouchers.

The Partner warrants that it is in compliance with all of the Data Processing and Freedoms Law.

The Partner shall guarantee and hold harmless SNAPP' against all court actions, proceedings regardless of their nature and claims against it, at the initiative of any third parties (in particular, other Partners, Users, etc.) based on any acts and omissions committed by the Partner in any manner whatsoever, in particular in respect of lawsuits relating to infringement, unfair competition, free riding, denigration, diversion of the purposes for processing of personal data, fraudulent use of personal data and failure to comply with the Loyalty Programs, without such list being exhaustive.

Consequently, the Partner shall support:

- all damages that SNAPP' is ordered to pay, whether by means of settlement or by court order, in particular in case of litigation relating to infringement, unfair competition, free riding, denigration, diversion of the purposes for processing of personal data, fraudulent use of personal data and failure to comply with the Loyalty Programs, without such list being exhaustive,
- as well as any and all compensation and costs incurred by SNAPP' in ensuring its defence, including attorney's fees, litigation costs, process server fees and court costs.

13.3 Sanction

The Partner hereby acknowledges that any omission, negligence, or fault on its part in connection with performance of these GCS shall cause a loss to the User, in particular, without such list being exhaustive, in case of failure to comply with the provisions appearing in the Article «Use of the Services», more specifically in case of:

- erroneous or out-of-date information concerning the Partner and its points of sale (in particular, their addresses),
- failure to comply with the presentation obligation,

- manipulation error, loss or theft of the User's Mobile Device and/or malfunctioning of the Application, caused by a member of its personnel,
- failure to comply with the commitments it has undertaken vis a vis the User, regardless of the form thereof,
- failure to comply with its legal obligations (for example: consumer law, advertising law, personal data law, etc.) and contractual obligations.

Consequently, the Partner hereby undertakes to promptly compensate the User for all of its loss, upon mere presentation by registered letter, acknowledgment of receipt requested of the supporting evidence of the evaluation of said loss.

13.4 Limitation of liability

IN ANY EVENT AND REGARDLESS OF THE BASIS FOR THE CLAIM AND/OR JUDICIAL ACTION, SUCH ACTION OR CLAIM MUST BE BROUGHT AGAINST SNAPP' WITHIN THE YEAR IN WHICH THE EVENT WHICH IS THE SUBJECT MATTER OF THE CLAIM AND/OR ACTION APPEARS.

SNAPP'S LIABILITY SHALL BE LIMITED FOR ALL CAUSES AND LOSSES TO AN AMOUNT EQUAL TO :
3 («THREE») MONTHS' SUBSCRIPTION.

- 3 (« THREE ») MONTHS' SUBSCRIPTION IN CASE THE PARTNER HAS SUBSCRIBED TO THE PREMIUM OFFER,
- OR TO 50 (« FIFTY ») EUROS, IN CASE THE PARTNER HAS SUBSCRIBED TO THE STANDARD OFFER.

THE PROVISIONS OF THESE GCS SHARE RISK BETWEEN SNAPP' AND THE PARTNER. THE PRICES AGREED TO REFLECT SUCH SHARING OF RISK AND THE LIMITATION OF LIABILITY RESULTING THEREFROM.

Article 14 - Severability

If any clause of these GCS is found to be unlawful, void or unenforceable for any reason whatsoever, such clause shall be considered as separable from the others, without adversely affecting the validity and efficacy of the remaining provisions.

If one or more word(s), phrase(s), article(s) of the present GCS are held to be invalid or nil, or legally void or is considered unwritten or declared as such in virtue of a law, a provision or following a court ruling, then:

- the other words of the phrase in question,
- the other articles of the phrase in question,
- and in general, the remaining provisions of the GCS remain entirely valid.

Should there be any difficulties of interpretation due to contradictions between any titles mentioned in the head of an article and the contents of one or more articles, the titles in question are considered non-existent.

Article 15 - Force majeure

Neither SNAPP' nor the Partner shall 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 16 - Amendment of the GCS

SNAPP' reserves the right to amend these GCS, to delete certain clauses or to add new ones, by notifying the Partner through publication of an amended version of the GCS on the Internet Site.

Any amendment shall be made unilaterally by SNAPP' and the Partner shall be deemed as having accepted the amendment or amendments after having received notification thereof.

Notification shall be sent to the Partner one (1) month before the amendment becomes effective, it being understood, however, that such notice period shall not be applicable if the amendment concerns the addition of a new service or new functionality to the Services or any other change that SNAPP' shall have reasonably considered as not diminishing the right of the Partner nor increasing its liabilities. In such case, the amendment shall be made without any prior notification sent to the Partner and shall

be applicable forthwith.

Article 17 – Assignment of these GCS by SNAPP'

SNAPP' may assign these GCS to any third party of its choosing, at its sole discretion and without notice. In such case, the Partner may terminate these GCS.

Article 18 – Commercial Reference

The Partner hereby authorizes SNAPP' to cite it amongst its commercial references.

Consequently, the Partner authorizes SNAPP' to make use of its company name, trade name, signs and marks by way of commercial reference, for the promotion of its activity, including, without limitation, in its Internet Site, Partner Areas, content of the Application, replies to calls for tenders, press communiques, brochures, reports and statements, letters, white papers and electronic media, as well as letters and web pages, without such list being limited.

This Article «Commercial Reference» shall remain fully applicable and survive in the case of nullity, invalidity or termination of these GCS, regardless of the reason therefor.

Article 19 - Independence

Neither of the co-contractors may undertake a commitment in the name and/or on behalf of the other. Moreover, each of the co-contractors alone shall remain liable for its acts, allegations, commitments, services, products and personnel.

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.

PRICING APPENDIX

Main features	Standard Offer	Premium Offer
Premium account access	-	✓
Supervision Access (multiple points of sale)	-	Contact us for activation
Loyalty Program Management	✓	✓
Points of sale limit per Account	3	Unlimited
Dematerialized Loyalty Cards limits per point of sale	2	Unlimited
In-app Deal sending to card holders	1 / month	Unlimited
Links to website, phone and social networks from card	Passive	Interactive
Number of In-Store Advertising Kit (poster, sticker, ...) per point of sale	1	1
Statistics for card and points of sale, shopping history, detailed statistics of recorded Stamps per point of sales	Simple	Advanced
Sending of activity-report per e-mail/ Statistics export	-	✓
Vouchers sending with in-app notifications Card holders *	-	0,10 € / Card holders *
Vouchers sending with out-app notifications Card holders *	-	0,20 € / Card holders *
Management and coupons display statistics	Simple	Advanced
Anti-fraud tools	-	✓
Highlight on social networks and press releases	-	✓
	Free	20 € excl. vat / point of sale / month

A) Fee calculation

All fees are expressed in EUROS; effective applicable charges and taxes to be added.

➤ **Fee calculation when subscribing to the Premium Offer**

The fee for subscribing to the Premium Offer is proportional to the number of points of sale registered by the Partner in his Partner Area.

Therefore:

- The addition of a new point of sale into the Partner Area brings about the augmentation of the sum due for the subscription to the Premium Offer of a supplement of 20 (« twenty ») euros / month,
- any discontinuation of a point of sale in the Partner Area brings about the reduction of the sum due for the subscription to the Premium Offer of 20 (« twenty ») euros / month.

The addition or discontinuation of a point of sale is taken into account for the calculation of the monthly fee for the Premium Offer.

The number of points of sale taken into account for the calculation of the fee for the Premium Offer corresponds to the number of points of sale registered on the date of payment all taxes included of the monthly subscription, as fixed in the paragraph « Monthly payment modalities for the Premium Offer » below.

➤ **Fee calculation for Voucher sending**

The fee for sending Vouchers to User is not included in the Standard Offer, nor in the Premium Offer, and is thus subject to a separate billing.

The fees for sending Vouchers to User depend on:

- the Offer to which the Partner has subscribed, as the tariffs to be applied differ from the Standard Offer to the Premium Offer,
- the number of User Client cardholders of a Dematerialized Loyalty Card to which the Vouchers are sent,
- the Voucher-reception modalities per beneficiary User Client, whether the Voucher is displayed:
 - o directly in the Application (« in app »),
 - o or outside of the Application in the home menu of the User's Mobile Device (« out app »).

B) Method of payment

In order to enable the payment according to the below-mentioned method, the Partner is asked to fill in the online payment form, and bank details, so as to simplify the payment due for using the Services. If the Partner wishes to agree to a different payment method than the one provided online by SNAPP', the Partner is requested to contact SNAPP' at : commerce@fidme.com.

If the Partner's bank details change, the Partner must contact SNAPP' via e-mail at : commerce@fidme.com, in order to provide the new bank details.

➤ **Monthly payment method for the Premium Offer**

Concerning the monthly payment method for the Premium Offer, the Partner notes and accepts the following method of payment:

- when the Partner subscribes to the Premium Offer, the fee all taxes included is debited on the day of the subscription from the bank account corresponding to the bank details indicated by the Partner on filling in the payment form,
- after that, the subscription fee all taxes included for the Premium Offer is automatically debited each month, on the same day of the month as the day of the initial subscription to the Offer.

➤ **Method of payment for using the Voucher sending functionality**

Concerning the method of payment for the Voucher sending functionality, the Partner notes and accepts the following method of payment:

- the payment of the sum all taxes included due by the Partner for the Voucher sending is automatically charged on the day of the online transaction, to the bank account corresponding to the bank details indicated by the Partner on filling in the payment form.

➤ **Late payment fine**

As a consequence to any payment-delay, interests calculated at a rate of 3 (three) times the legal interest rate, will be applied beginning on the due-date and running until the day of effective payment ; that rate is the interest rate as applied by the European Central Bank to its most recent refinancing operation plus 10 percent points.

Also, it is notified that :

- late payment fines are due without the obligation for a reminder.
- Partners in default on payment are rightfully debtors with regards to the creditor, owing the sum of 40 (fourty) euros as compensation fee for debt collection,
- If the costs for debt collection are higher than the above mentioned compensation fee, SNAPP' has the right to demand complementary compensation upon justification.