

GENERAL TERMS AND CONDITIONS OF USE (USERS) OR “GTCU”

You must read the GTCU in full before clicking on the “I have read and accepted the GTCU” icon at the end of this document.

Please note that some of the terms used at the beginning of these GTCU are defined in full within the body of this document, and specifically under “Definitions”.

Please **follow the steps below** to accept these GTCU:

- Using the mobile application download platform: 1) First click on the “download application” icon, 2) Confirm the download by entering your username and password to connect to the download platform, 3) Validate
- From the website: 1) Click on register 2) Complete the form 3) Read the GTCU by clicking on the link, then checking the box “I confirm that I have read and accepted the General Terms and Conditions of Use” 4) Click on save

Our technical tools identify any data entry errors prior to acceptance of the GTCU, and correct them in the registration form.

Once you have read and accepted the GTCU, you will be registered as a “**User**”.

The language used for acceptance of these GTCU is English.

These GTCU are archived in HTML and PDF format, and can be **accessed** via the GTCU section of the FidMe blog: <http://blog.fidme.com/conditions-generales-dutilisation/>

Acceptance of these GTCU by electronic means has the same evidentiary weight as a printed agreement.

The company Snapp’ developed, designed and operates the www.fidme.com website and the FidMe mobile application.

Snapp’s website and application offer services **which essentially** enable users to access a “portfolio” of electronic loyalty cards on their mobile devices, manage their loyalty cards with their favourite shops and receive messages containing sales and promotional offers, discount coupons for professionals etc.

Users download the application on their mobile device using the relevant download platform for mobile application software. Users also have access to a user area on the website where they can manage their electronic loyalty cards.

The main **features** of the FidMe application particularly enable the user to do the following (this list is not exhaustive):

- Save and store electronic loyalty cards with professionals with which they are a customer,
- Receive messages, sales and promotional offers, canvassing, discount coupons, gifts and deals,
- Collect loyalty stamps or points.

All features are detailed in the definition of the word “Application” under the “Definitions” clause below. Services are provided in **electronic format** only, via the FidMe app or the www.fidme.com website.

As soon as the user accepts these GTCU, they grant their **prior and express agreement** to Snapp’ to **immediately execute** them. Snapp’ shall provide the User with immediate access to **digital content, for which no hard copy shall be supplied**. The user therefore expressly waives their **right of withdrawal**.

These GTCU are entered into for an indefinite **period**.

As regards **termination**, the user is free to terminate these GTCU at any time by clicking on "Delete my account" in their user area. Consequently, there is no **minimum duration** for which the User must adhere to these obligations.

Termination shall take effect from the date on which it is requested. We aim to resolve any disputes amicably.

In light of this, the user may send a **complaint**:

- By email, to: contact@fidme.com
- Through the “contact us” link on the website
- By post to our head office address as indicated below.

The user is informed that they may use any **standard mediation** process or **any other alternative dispute-resolution method**. The user is informed that they may use the **consumer mediation (*médiation de la consommation*)** procedure, with a **competent mediator** from the French National Mediators’ Association (*association nationale des médiateurs*).

The range of services offered by Snapp’ is **free-of-charge**.

The website and application can be accessed using the following **equipment**: a computer, tablet or smartphone with high-speed internet access, and with the prerequisites stated in the Clause “What are the prerequisites in order to use the services?”.

However, the user is reminded that they remain liable for the costs of using **remote communications technology** and access methods (telephone, computer, tablet) as set out in their telephone and/or internet subscription package.

The terms of execution of the GTCU by Snapp’ are as follows: the services are supplied via the Application and the private Area accessible from the website by entering the username and password or by connecting using a Facebook profile.

These GTCU are governed by French law.

Notwithstanding the above, the application of French law may not, however, have the result of depriving the user of the protection afforded to him by provisions that cannot be derogated from by agreement by virtue of the law of the country where the user has his habitual residence.

The user may bring proceedings against SNAPP’ either in the courts of the Member State in which SNAPP’ is domiciled or, regardless of the domicile of this latter, in the courts for the place where the user is domiciled. Proceedings may be brought against a user by SNAPP’ only in the courts of the Member State in which the user is domiciled.

Should the user have any questions about these GTCU, they are asked to send them by email to: contact@fidme.com

By clicking on the icon “I have read and accepted the GTCU”:

- You confirm that you are an individual **of a minimum of 18 years of age** with full legal capacity to enter into these GTCU. You consent to becoming a “user” and agree to all of the content of these General Terms and Conditions of Use (“GTCU”). You undertake unconditionally to adhere to all terms and conditions in respect of the co-contracting party Snapp’.
- **You confirm that you have read and understood these General Terms and Conditions (“GTCU”),**
- You enter into these GTCU with Snapp’, a simplified joint stock company (*société par actions simplifiée*), with a capital of €109,296 whose head office is located in the Grand Angle Building, avenue Perié, 33520 Bruges - France, registered with the Bordeaux Trade and Companies Register under number 483 581 526, and represented by its Chair.

These GTCU are entered into by the user and Snapp’, which is:

- A simplified joint stock company (*société par actions simplifiée*)
- With a capital of €109,296.00
- Whose head office is located at: Grand angle, avenue Perié, 33520 Bruges, France
- Registered with the Bordeaux Trade and Companies Register under no. 483 581 526
- Whose VAT number is fr-77-483-581-526
- Whose email address is: contact@fidme.com
- Whose telephone number (switchboard) is: +33 (0)5 47 74 52 50
- Whose fax number is: +33 (0)5 47 74 52 51, Represented by its Chair.

Snapp’s primary **business activity** is to develop and operate the Website and the Application.

DISCLAIMER

The User acknowledges and accepts that they may only use the Application, Website, User Area and Services for their own strictly personal, private and non-commercial use, which they expressly guarantee.

The User acknowledges and accepts that the Application only enables them to download and store Electronic Loyalty Card(s) with certain Professional(s) with which they are a Customer, and more generally to benefit from Loyalty Schemes.

Consequently the User acknowledges and guarantees that at all times, and for the duration of the execution of these GTCU:

- They are the holder of the Electronic Loyalty Cards contained in the Application downloaded on their Mobile Device,
- Therefore, said Cards are registered under the forename(s), surname and contact details with the Professional with which they are a Customer.

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

The User undertakes to access the Website and the User Area using recent, virus-free Access Methods, an up-to-date latest-generation browser and high-speed internet access. The User is prohibited from holding several User Accounts. A single User Account is permitted for each private individual.

The User acknowledges and accepts that the commitments made by the Professional across the Application and/or Services and/or Website, particularly in terms of benefits, sales/promotional offers, gifts, Deals, Discount Coupons and Loyalty Schemes, are not binding on Snapp', which shall act as a third party to the contractual relationship between the User and the Professional.

Please note that Snapp' acts independently and does not represent the Professional, which remains solely liable for its actions, allegations, commitments, Loyalty Schemes, benefits, products, services, representatives and staff, particularly with regards to the User.

CONTENTS

DISCLAIMER	3
Article 1. Definitions.....	5
Article 2. What is the purpose of these GTCU?.....	8
Article 3. For what period of time are the GTCU entered into?.....	8
Article 4. What are the prerequisites in order to use the Services?.....	8
4.1 Appropriate skills and Access Methods.....	8
4.1 Compliance with regulations.....	9
Article 5. What Services does Snapp' provide?.....	9
Article 6. What are Snapp's obligations with regards to the User?.....	9
Article 7. What uses of the Services are prohibited?.....	9
7.1 Prohibitions.....	9
7.2 User Statements.....	11
Article 8. How can I receive a Discount?.....	11
Article 9. How is the intellectual property of the Website, its components and the Application protected?.....	12
9.1 Protection of the Website and its content ("Protected Components").....	12
9.2 Protection of Databases.....	13
9.3 Protection of the Application.....	13
9.4 Protection of Communications Tools.....	14
9.5 Penalties.....	14
Article 10. What is the status of the User regarding User Content and that of the Professional with regards to Professional Content?.....	14
10.1 User's role as a publisher of User Content and Professional's role as a publisher of Professional Content.....	14
10.2 Snapp's role as a webhost provider for Professional Content and User Content.....	15
Article 11. In which circumstances may the Services be suspended?.....	15
Article 12. How can the GTCU be terminated?.....	16
12.1 Termination by the User.....	16
12.2 Termination by Snapp.....	16
12.3 Effects of the termination regardless of the initiator.....	16
Article 13. Which circumstances are covered by an exclusion of liability and what is the scope of damages?.....	16
13.1 General information on circumstances covered by exclusion.....	166
13.2 Limitation of Liability.....	188
Article 14. Final Provisions.....	19
14.1 Force Majeure.....	19
14.2 Amendments to the Terms and Conditions.....	19
14.3 Assignment of these GTCU by Snapp'.....	19
14.4 Forbearance.....	19
14.5 Severability.....	19

Article 1. Definitions

In these GTCU, each of the terms below shall be defined as follows:

- The term “**Mobile Device**” refers to all electronic communications equipment, particularly smartphones, which have the required configuration in order to download and run the Application.
- The term “**Application**” refers to all versions of the application software released by Snapp’ and downloaded on the User’s Mobile Device, enabling the latter to use the features defined below (hereinafter the “**Features**”):

(i) From the ‘Stamps’ tab: The User can manage their Loyalty Schemes with Professionals with a Stamp Card, primarily by way of the following functions:

- o Registering their Electronic Stamp Loyalty Cards with the Professionals with which they are a Customer.
- o Storing said Electronic Loyalty Cards and, where relevant, the General Terms and Conditions of Use for the Professional in question, and identifying nearby sales outlets.
- o Collecting Stamps on their Stamp Cards at the till, after paying for purchases at one of the sales outlets run by the Professional in question. Please note that the User collects the Stamp either by:
 - Scanning the 2D code that the Professional shows them at the till, after paying for their purchase,
 - Or by positioning their Mobile Device a minimum of 10 cm away from a “Near Field Communication” label that the Professional shows to the User at the till, after paying for their purchase,
 - By providing the Professional with the email address for their User Account,
 - By showing the Stamp Card to the Professional after paying for their purchase
- o Displaying messages sent by the Professional with a Stamp Card with which they hold a Card, after obtaining a certain number of Stamps to reach the next threshold, using in-app or out-of-app notifications and according to the way in which the User has set up the Mobile Device,
- o Geolocating a nearby sales outlet for a Professional with a Stamp Card,
- o Receiving sales/promotional offers, gifts, benefits, new Stamps and Deals from Professionals with a Stamp Card with which they hold a Stamp Card, via push notifications on their Mobile Device,
- o Receiving targeted offers from Professionals with a Stamp Card via email and SMS, and enabling the User to benefit from their Loyalty Schemes,
- o Sharing comments on Facebook or Twitter, under the contractual terms set out and defined by these social networks,

(ii) From the “Cards” tab: The User can manage their Loyalty Schemes with Professionals with a Barcode Card, primarily by way of the following functions:

- o Registering their Electronic Barcode Loyalty Cards with the Professionals with which they are a Customer.
- o For certain Barcode Cards, collecting Loyalty Points at the till, after paying for their purchase at one of the sales outlets run by the Professional in question. Please note that the Professional performs this process by scanning the bar code on the User’s Electronic Barcode Loyalty Card,
- o Displaying sales/promotional offers sent by certain Professionals with a Barcode Card with which they hold a Card, after obtaining a certain number of Loyalty Points to reach the next threshold, using in-app or out-of-app notifications,
- o Geolocating a nearby sales outlet for a Professional with a Barcode Card,
- o Receiving sales/promotional offers, gifts and benefits from Professionals with a Barcode Card with which they hold a Card, via push notifications on their Mobile Device,
- o Sharing comments on Facebook or Twitter, under the contractual terms set out and defined by these social networks,

(iii) From the “Trademark” tab: The User can manage their Loyalty Schemes with Professionals Without a Card, primarily by way of the following functions:

- o Scanning till receipts to obtain Fids according to the brands shown on the till receipt,
- o Accessing any possible Loyalty Schemes for Professionals Without a Card,
- o Displaying any possible sales/promotional offers, gifts or benefits provided by Professionals Without a Card,
- o Collecting “Trademark Points” under the Loyalty Scheme of the Professional Without a Card. These Trademark Points are added after the till receipt has been sent under this tab.

(iv) From the “Offers” tab, the “My Fids” page, the notifications centre and the banners that appear in the Application: The User can access offers from Professional Partners and use the following functions:

- o Accessing sales/promotional offers, gifts and benefits provided by Professional Partners, including targeted sales/promotional offers, e.g. by geolocation or based on the User’s Electronic Loyalty Cards
- o Receiving Refunds from Professional Partners

(v) From the “Trademarks” tab and the “My Fids” page: The User can use the following functions:

- Accessing “Happy Fids” offers, allowing them to receive preferential prices in exchange for Fids for certain products or services offered by Professional Partners, which can be purchased via the Application under specific conditions,

(vi) From the Profile section: the User can use the following functions:

- Entering and changing information regarding their User Account,
 - Entering and changing their Bank Account information,
 - Viewing refunds paid into their Bank Account for Discounts,
 - Scanning till receipts,
 - Setting preferences, in particular for receiving text messages, notifications and emails. For example:
 - Receiving the FidMe email newsletter sent by Snapp’,
 - Receiving the “FidMe Selection” sent by Snapp via a push notification on the User’s Mobile Device,
 - Receiving canvassing notification emails from Professional Partners
 - Referring friends by sending an email so that they can become Users of the Application,
 - Referring professionals by sending an email so that they can become Professionals,
 - Sharing content, logging on and creating a User Account via Facebook
 - Automatically connecting to iGraal from the Application. “iGraal” is a separate mobile app to the Application,
 - Android users can also use “Dial Once”. When the User calls a company which is subscribed to Dial Once (usually a call centre), this feature displays a menu on the User’s Mobile Device screen which enables their call to be easily routed to the relevant department for their query. The User can enable or disable Dial Once in the Settings menu at any time.
 - Accessing the “My Fids” page.
- The term “**Database(s)**” refers to all databases and sub-databases which can be accessed via the Website and/or the Application downloaded onto the User’s Mobile Device.
- The term “**Discount Coupon**” refers to an offer listed in the Application’s “Offers” tab, which may be communicated through an in-app message, whereby a Professional Partner offers the User a Discount via the Application, according to the conditions and process set out by the Clause “**How can I receive a Discount?**”. The in-app message may also be duplicated as an out-of-app notification or email.
- The term “**Deals**” refers to promotional offers from Professional Partners.
- The term “**Electronic Loyalty Card**” refers to the electronic version of the loyalty card listed on the Application downloaded on the Mobile Device of the Users who hold such a card. There are two types of Electronic Loyalty Card which are divided into two categories:
 - Electronic Stamp Loyalty Cards,
 - Electronic Barcode Loyalty Cards.Where the category in question is not specified, the terms “Electronic Loyalty Card” or “Card” used in the singular or plural form may, according to the meaning of the sentence, refer to an Electronic Stamp Loyalty Card or an Electronic Barcode Loyalty Card, or more generally to Electronic Loyalty Cards in both categories simultaneously.
- The abbreviation “**GTCU**” refers to this contract, which governs the contractual agreement between Snapp’ and the User.
- The term “**Customer**” refers to a private individual who has purchased products and/or services from a Professional, and who may be:
 - A holder of at least one physical loyalty card with the Professional, which is linked to their forename, surname and contact details, in any form whatsoever,
 - A holder of a customer number with the Professional.
- The term “**Bank Account**” refers to the User’s strictly personal bank account for which the User has provided details under the “My Banking Info” section of the Application.
- The term “**User Account**” refers to a username and password providing personalised and individual access to the Application and Website.
- The term “**Design**” refers to all designs which, for the duration of the execution of these GTCU, have been filed or registered as:
 - A design,
 - Or entered into a Register which is:

- national,
 - international,
 - operated by the European Community,
 - or a local overseas register for intellectual property designs.
- The term “**User Area**” refers to the section of the Website which the User accesses by entering their username and password in order to manage their Electronic Loyalty Cards, stats, profile and personal data.
 - The term “**Trademark**” refers to all distinguishing features of any type whatsoever that have been filed or registered as a trademark/trademarks for the duration of the execution of these GTCU, in any form whatsoever, and specifically as:
 - Trademark(s) which is/are:
 - Name-based,
 - Figurative,
 - Semi-figurative, etc.
 - Or registered with a trademark Office which is:
 - national,
 - international,
 - Operated by the European Community,
 - or a local overseas trademark Office.
 - The term “**Access Methods**” refers to all IT and electronic communications-based methods which enable the User to access the Services, such as a Mobile Device to access the Application, or a computer to access the Website.
 - The term “**in-app notification**” refers to a message which displays within the Application; the terms “**out-of-app notification**” or “**push notification**” refers to a message which displays outside the Application on the Mobile Device home screen. Messages are received as in-app or out-of-app notifications, depending on how the User has set up their Mobile Device.
 - The term “**Work**” refers to all original intellectual creations protected by copyright.
 - The term “**Communications Tools**” refers to all components:
 - Which, as appropriate, enable a Professional or Snapp’ to provide commercial information, particularly to the User,
 - And which are protected by a property right of any type whatsoever, and in particular an intellectual property right.
 Communications Tools include, in particular:
 - Trademarks,
 - Designs,
 - Works in any form whatsoever (visual, audio, text etc.),
 - And together with, but not limited to: trade names, graphic charters, colours, logos, brands, slogans and domain names.
 - The term “**Professional(s)**” refers to, as appropriate:
 - (i) A professional for whom the electronic version of its loyalty card can be downloaded and stored by the User/Customer via the Application downloaded on their Mobile Device. Professionals may be:
 - Professionals whose Electronic Loyalty Card uses Stamps (hereinafter “**Professionals with a Stamp Card**”),
 - Professionals whose Electronic Loyalty Card uses a Barcode (hereinafter “**Professionals with a Barcode Card**”).
 - (ii) A professional with whom the User benefits from a Loyalty Scheme without holding a Loyalty Card (hereinafter a “**Professional Without a Card**”),
 - (iii) A Professional Partner,
 Where the term “**Professional(s)**” is used in the singular or plural form with no indication of which group is being referred to, it shall refer generally to Professional(s) in all categories simultaneously.
 - The term “**Professional Partner**” refers to a commercial company which provides the User with:
 - Any sales/promotional offers which may be targeted based on the User’s Electronic Loyalty Cards or geolocation, as well as Deals,
 - Discount Coupons for products or services,
 - Regardless of whether or not the User has an Electronic Loyalty Card with the Professional Partner in question.
 - The term “**Stamp**” refers to the unit awarded to the User in return for their loyalty under a Stamp Professional Loyalty Scheme. Please note that Stamps are collected on an Electronic Stamp Loyalty Card. Stamps are counted by equipment used by staff at the sales outlet of the Professional with a Stamp Card, and are recorded on this

Professional's information system. Should the User exceed certain thresholds by obtaining a certain number of Stamps, and according to the Loyalty Scheme of the relevant Professional with a Stamp Card, they may receive benefits, sales/promotional offers or gifts under the conditions defined by the Professional for its Loyalty Scheme.

- The term "**Loyalty Point**" refers generally to the unit awarded to the User in return for their loyalty as part of the Loyalty Scheme of a (i) Professional with a Barcode Card, or a (ii) Professional without a Card ("**Trademark Points**" in the Application), or for (iii) the User's loyalty to the Application ("**Fids**" in the Application). Should the User exceed certain thresholds by obtaining a certain number of Loyalty Points, and according to the Loyalty Scheme of the relevant Professional, they may receive benefits, sales/promotional offers or gifts under the conditions defined by the Professional for its Loyalty Scheme.
Loyalty Points may only be collected using Barcode Loyalty Cards for which the Professional has agreed to grant this option to the User via the Application.
- The term "**Loyalty Scheme**" refers to the commitments that each Professional has made in the context of the Application (whether a Professional with a Stamp Card, a Professional with a Barcode Card or a Professional without a Card), particularly with regards to benefits, sales/promotional offers and gifts.
- The term "**Discount**" refers to the transaction whereby the amount shown on the Discount Coupon is credited to the User's Bank Account, under the conditions set out in "**How can I receive a Discount?**". This discount may consist of a partial or total refund.
- The term "**FidMe Selection**" refers to a selection of offers for products and services prepared by Snapp' based on the User's interests.
- The term "**Services**" refers to the services defined under the Clause "**What Services does Snapp' provide?**".
- The term "**Website**" refers to the website which can be accessed at the following URL: <http://www.fidme.com/>, and covers both the public and personal areas of the Website, including the User Area.
- The term "**User**" refers to the co-contracting party to these GTCU. The User is the private individual who has downloaded the Application onto their own Mobile Device, and who uses the Application and/or the Website and/or the User Area for their own strictly personal, private and non-commercial use.

Article 2. What is the purpose of these GTCU?

The purpose of these GTCU is to outline the terms and conditions according to which:

- Snapp' shall provide to the User, free-of-charge and based on a best endeavours obligation, the Services defined under the Clause "**What Services does Snapp' provide?**",
- as well as the conditions under which the User is authorised to use these Services.

Snapp grants the User revocable, non-exclusive access to the Services, provided that the latter complies with these GTCU.

Article 3. For what period of time are the GTCU entered into?

These GTCU shall take effect and shall become binding on the User as soon as they are accepted by the latter. Acceptance is granted by clicking on "I have read and accepted the GTCU".

These GTCU are entered into for an indefinite period.

Article 4. What are the prerequisites in order to use the Services?

4.1 Appropriate skills and Access Methods

The User acknowledges that they possess appropriate skills and Access Methods as required in order to access and use the Services. They acknowledge that they have taken security precautions on their computer equipment, particularly by installing anti-virus software.

The User is personally responsible for:

- Setting up the Access Methods,
- And obtaining the necessary skills in order to use the internet, the Application, the Website, the User Area and the Services.

4.1 Compliance with regulations

The User undertakes to comply with all regulations and procedures incumbent upon them given the location from which they are connecting or their place of residence, both in terms of accessing the Website and using the Services.

Article 5. What Services does Snapp' provide?

Snapp' shall provide the User, based on a best endeavours obligation, with the following services (the "Services"):

- Access to the Application via the User's Mobile Device, as defined under "Definitions", enabling the User to use the Features, and including an Electronic Loyalty Card storage capacity which is capped at the storage capacity of the User's Mobile Device.
- Access to a User Area via the Website, under the "Private Individual" section. The User must enter:
 - o A username,
 - o And a password,

Which they set up when they first used the Application or created their User Area via the Website.

The User can use this Area specifically to:

- View information about their Electronic Loyalty Cards,
- Manage their Electronic Loyalty Cards (adding and deleting, arrangement, post comments etc.),
- View statistics on purchases, Stamps, and reviews and comments that they have posted,
- Manage profile information,
- Refer future Users or Professionals,
- Post and store reviews and comments on Professionals,
- View other Users' reviews,
- Share on Facebook and/or Twitter,
- Specify whether they wish to receive newsletters, and
- Delete their User Account.

The User must ensure that they have the most up-to-date version of the Application in order to use all of the Services and Features.

Article 6. What are Snapp's obligations with regards to the User?

Snapp' shall endeavour to provide User access to the Services 24/7, with the exception of the following cases:

- Force majeure events as set out under "Final Provisions" – "Force Majeure",
- Interruption due to corrective maintenance or upgrades,
- Interruption due to poor or lack of internet access caused by the User's Internet Service Provider,
- An unpredictable and insurmountable action by a third party to these GTCU,
- An imputable action by the User.

Article 7. What uses of the Services are prohibited?

7.1 Prohibitions

When using the Services, the User is specifically prohibited from:

- Using or attempting to use any data of any type whatsoever belonging to a third party, and in particular from providing false, stolen or inaccurate contact details and/or information to Snapp', by any means whatsoever, and in particular:
 - o Via the registration form which displays on the Mobile Device after downloading the Application,
 - o Via the Website registration form,
 - o Via the Application, primarily by saving a customer number or scanning a bar code from a loyalty card or a "paper" loyalty card for which they are not the holder,
- Causing harm or prejudice to a third party by any means whatsoever, and particularly by committing actions which damage reputation or image, acts of defamation or acts which infringe upon someone's privacy,
- Committing or attempting to commit any criminal offence(s),
- Using or attempting to use the Features for any purpose other than those for which they are intended,
- Misappropriating or attempting to misappropriate the Services for any purpose other than those for which they are

- intended,
- Obtaining or attempting to obtain one or more Discount(s) in breach of the Clause **“How can I receive a Discount?”**
 - Creating or attempting to create multiple User Accounts (only one User Account is permitted per private individual),
 - Infringing or attempting to infringe upon the reputation or image of Snapp’, the Services, the Application or the Website by any means whatsoever, and specifically via the internet (e.g. the Application, social networks, the Website etc.)
 - Infringing or attempting to infringe upon the reputation or image of the Snapp’ and FidMe trademarks by any means whatsoever, and specifically via the internet (e.g. the Application, social networks, the Website etc.)
 - Disrupting or attempting to disrupt or suspend the operation of the Application and/or the Website, of all or part of the Services, and/or of all networks, and/or all services connected to the Website,
 - Scanning or attempting to scan, in the Application downloaded on the User’s Mobile Device, an item other than the barcode on a “paper” loyalty card held by the User with a Professional, or the 2D code of a Professional, their “paper” loyalty card or a till receipt,
 - Entering or attempting to enter a number other than the customer number allocated by a Professional to the User, in the Application downloaded on the User’s Mobile Device, in order to save an Electronic Loyalty Card,
 - Obtaining or attempting to obtain Stamps and/or Loyalty Points in a fraudulent and/or wrongful and/or illegal manner, particularly when (this list is not exhaustive):
 - o At the till, if the User receiving the Stamps or Loyalty Points is not the person who paid for the purchases for which the Loyalty Points/Stamps are awarded,
 - o At the till, if the purchase or purchase amount is not sufficient in order for the User to be entitled to:
 - The number of Loyalty Points credited to them by the Professional,
 - And/or the number of Stamps and/or Fids credited to their Electronic Stamp Loyalty Card by the Application,
 - o Wrongfully and/or fraudulently using a Professional’s 2D code or “Near Field Communication” Label,
 - Obtaining or attempting to obtain benefits (in any form whatsoever) in a fraudulent and/or wrongful and/or illegal manner, with or without the assistance of a third party, in particular gifts, Discounts, Loyalty Points, additional Stamps and Deals:
 - o From Professionals,
 - o And/or from Snapp’,
 - Saving in the Application downloaded on the User’s Mobile Device, by any means whatsoever, one or more Electronic Loyalty Card(s) for which they are not the holder, and which are therefore solely in the name of a third party, even if the third party in question is a relative, friend or partner,
 - Using one or more Electronic Loyalty Card(s) for which they are not the holder, and which is/are therefore solely in the name of a third party, or under the customer number, barcode or 2D code of a third party’s loyalty card, even if the third party in question is a relative, friend or partner. This provision does not however prevent the User from adding a third party’s forename and surname on their Electronic Loyalty Cards if the User and the third party are joint holders of the Electronic Loyalty Card(s) in question,
 - Referring or attempting to refer third parties who are not a relative, friend or partner of the User,
 - More generally, referring or attempting to refer third parties in a wrongful and/or fraudulent and/or illegal manner,
 - Contravening or attempting to contravene any requirements, procedures, rules or regulations of any networks or services connected to the Website and/or to the Application,
 - Infringing or attempting to infringe upon the use of some or all of the Services or Website by a third party, in particular by another User or a Professional,
 - Accessing or attempting to access data which are not intended for the User,
 - Infringing or attempting to infringe upon the services provided by one or several of Snapp’s providers who are involved in the operation of the Application and/or Website, particularly the webhost provider. This includes, but is not limited to, exposing the Website and/or the Application to a virus, or overloading or inundating the server,
 - Creating a hyperlink pointing to the Website without Snapp’s prior written authorisation,
 - Accessing or attempting to access all or part of the server hosting the Application and/or the Website in a private area of a Snapp service provider, or accessing or attempting to access all or part of the data to which the User does not have authorised access,
 - Probing, examining or testing the vulnerability of the Website and/or the Services and/or the Application, or attempting to do so,
 - Contravening the security and/or authentication measures in place for the Website and/or for all or part of the Services, and/or for the Application,
 - Conducting an activity or inciting a third party to conduct an illegal activity or any other activity which infringes upon the rights of Snapp’ and/or its service providers, and/or any User, and/or any Professional, and/or any other third party,
 - Sending, uploading to the Website and/or the Application, displaying, disseminating, posting by any means whatsoever and by any technological means whatsoever any content that constitutes bullying or harassment or is illegal, harmful, threatening, abusive, criminal, defamatory, vulgar, obscene, indecent, obnoxious or unkind, or which infringes upon someone’s privacy, is racist or causes offence to a particular ethnic group or to any other person,
 - Sending, uploading to the Website and/or the Application or displaying, by any means whatsoever and by any

technological means whatsoever, unsolicited or unauthorised advertising or promotional material, “misleading information” or any other type of canvassing,

- Sending, uploading to the Website and/or the Application or displaying, by any means whatsoever and by any technological means whatsoever, any component which contains software viruses or other codes, files or computer programmes created in order to suspend, destroy or limit the functionality of any computer software or hardware or any telecommunications equipment involved in the operation of the Website and/or the Application,
- Sending, uploading to the Website and/or the Application or displaying to any person, by any means whatsoever and by any technological means whatsoever, information or software taken from the Website and/or the Application.

As a general rule, the User is prohibited from, by any means whatsoever, committing a positive act or an omission which is likely to cause, or which does cause harm or any type whatsoever to Snapp’ and/or to any third party.

7.2 User Statements

The User certifies that they are the holder of the Electronic Loyalty Cards that they save and use in the Application. They also certify that they own the Mobile Device on which the Application is downloaded.

Consequently, the User certifies that said Electronic Loyalty Cards are saved in the Application downloaded on their Mobile Device using:

- Their customer number with the Professional in question, which the latter has allocated to the User under their full and accurate forename, surname and contact details,
- The barcode or 2D code located on the “paper” loyalty card printed with the User’s full and accurate forename, surname and contact details by the Professional in question,
- Or by selecting the Electronic Loyalty Card in question as suggested by the Loyalty Card Database available in the Application downloaded on the Mobile Device.

The User certifies that they are the person completing the payments in Professionals’ sales outlets, based on which they are entitled to claim Loyalty Points and Stamps at the tills.

The User certifies that they shall adhere to the provisions of the Clause “**What uses of the Services are prohibited?**”.

Article 8. How can I receive a Discount?

The Professional Partner sets out the conditions under which a User may receive Discount Coupons. These conditions set by the Professional Partner are shown on the Discount Coupons, which can be accessed from the “Offers” tab, and which the User may also receive via an in-app or out-of-app notification.

Unless otherwise specified on the Discount Coupon, the User acknowledges and accepts that:

- Discount Coupons are only valid in mainland France,
- Discount Coupons cannot be used in conjunction with other discounts or benefits of any type or in any form whatsoever,
- It is not permitted to use multiple Discount Coupons for a single product or service,
- Only a limited number of Discount Coupons are available. The Discount Coupon may no longer be valid if the User fails to use it within the specified time period,
- Discount Coupons are only valid for a limited period as specified on the Coupon. Once the expiry date has passed, the User may no longer use the Discount Coupon,
- Discount Coupons are strictly personal, and are only valid once per User Account, regardless of how many Mobile Devices the Application is downloaded on for the User in question,
- Discount Coupons can only be used for the purchased product or service which forms part of the total or partial refund offer.

The User acknowledges and accepts that, in addition to the conditions set out above, the Discount can only be applied under the following conditions:

- The User must have provided Snapp’ with proof of purchase via the Application for the purchase for which they are claiming a Discount with the Professional Partner, no later than the expiry date of the Discount Coupon, by following the steps below:
 1. Scan the barcode for the purchased product or service for which they are claiming a Discount,
 2. Circle the purchase information for the product or service on the till receipt with a pen (ensuring that the text on the receipt is still visible)
 3. Take a photo of the whole till receipt,
 4. Send this photo via the Application.

- The User must have previously supplied full and accurate personal bank details or a Paypal email address under the “My Banking Info” section of the Application,
- The User must not have used the Services in a prohibited manner as listed under the Clause “**What uses of the Services are prohibited?**”
- A Discount can only be applied once for each:
 - o User Account,
 - o Private individual,
 - o Application,
 - o Mobile Device,
 - o Email address
 - o Bank Account,
 - o Facebook login,
 - o Proof of purchase.

Therefore, no Discounts can be applied under two separate User Accounts (associated with two private individuals), even if they use:

- o The same Mobile Device,
- o The same Application,
- o The same email address (as a username for the User Account),
- o The same Facebook Login (as a username for the User Account),
- o The same Bank Account,
- o Or the same proof of purchase.

Discount Coupons are personal and are intended for the sole use of the Application User. The User acknowledges and accepts that the fact that they are eligible for a Discount does not necessarily mean that this Discount is also available to other Users of the Application.

The User acknowledges and accepts that Snapp’ reserves the right to request any further pieces of information which may enable it to verify the identity of the User claiming the Discount as well as the validity of the proof of purchase (hereinafter an “Information Request”). Such pieces of information may include (but are not limited to) the original or photocopy of the till receipt or any other proof of the transaction, a copy of the User’s identity card or passport, proof of address, or even the packaging of the product in question including the barcode. Snapp’ may request these items electronically (photo, scan or fax) or by post. The User undertakes to provide any item forming part of an Information Request by Snapp’ within 7 (seven) days of the request.

Article 9. How is the intellectual property of the Website, its components and the Application protected?

9.1 Protection of the Website and its content (“Protected Components”)

(i) General Principle

The User has chosen to enter into a contract with Snapp’ due to the originality of its Website and Application and their contents.

The User therefore acknowledges that the following components are protected by copyright (this list is not exhaustive):

- The Website and the Application, which include in particular:
 - o Their architecture,
 - o Their interface,
 - o Their graphic charter,
- All of their contents, including in particular:
 - o Software,
 - o Databases and their interfaces, structures, filter systems and data,
 - o Works (text, graphs, graphics, logos, designs, images, sounds and music, etc.), in any format whatsoever...

The components listed above are hereinafter referred to as the “**Protected Components**”.

(ii) Prohibitions

In particular, the User is prohibited from (this list is not exhaustive):

- Reproducing, copying, modifying, creating a derivative work, assembling, recreating, distributing, presenting, representing, disseminating, publicly displaying, transferring, transmitting, publishing, selling, assigning, sub-licensing, transferring, making available to a third party or marketing, by any means whatsoever, all or part of the Protected Components,
- Reversing, decompiling, adapting, translating, arranging, disassembling or attempting in any way to find out the source code of the Protected Components,
- Modifying or altering all or part of the Protected Components with a view to obtaining unauthorised access to the Services and access to the Website by a means other than the login interface for the User Area, as provided to the User by Snapp' for this purpose, via the Website,
- Extracting or exporting any data used for the operation of the Website.

9.2 Protection of Databases

The Databases are protected by copyright as Protected Components, as set out by the above paragraph "Protection of the Website and its content ("Protected Components")", under the Clause "**How is the intellectual property of the Website, its components and the Application protected?**".

The User acknowledges the scale of the investments made by Snapp' in order to develop its Databases.

The User acknowledges that Snapp' took the initiative to create and develop the Databases for all types of data, including but not limited to statistics, sales data and geographical data.

The User acknowledges that as an author of Databases of an original nature, Snapp' is also a producer of Databases and holds the rights granted to it under the French Intellectual Property Code (*code de la propriété intellectuelle*).

In its capacity as a producer of Databases, Snapp' in principle prohibits the accepted User from:

- (i) Extraction, by permanent or temporary transfer of all or part of a qualitatively or quantitatively substantial part of the content of the Databases into another medium, by any means and in any format whatsoever,
- (ii) Re-use, by making available to the public all or part of a qualitatively or quantitatively substantial part of the content of its Databases, regardless of the format,
- (iii) Recurrent and systematic extraction of qualitatively or quantitatively non-substantial parts of the content of the Databases beyond the normal conditions for use of these Databases.

9.3 Protection of the Application

(i) User Licence granted for the Application

The User has chosen to enter into a contract with Snapp' due to the originality of its Application and Website.

The User therefore acknowledges that the Application is protected by copyright and that Snapp' is the holder of the copyright related thereto.

Snapp' grants the User on the Application:

- A personal, non-exclusive, non-assignable and non-transferable right:
 - o Of reproduction and storage in their Mobile Device memory,
 - o Of display on the User's Mobile Device,
 - o Of use by the User on their Mobile Device,
 - o Using an executable code,
- By connecting to an electronic communications network,
- For private and non-commercial use,
- For the sole purpose of enabling the User:
 - o To use the Services,
 - o Excluding any other purpose,
- For the entire duration of the execution of these GTCU, within the legal term of protection of these rights by copyright,
- On the territory where the user is based.

Snapp' shall not grant any other right to the Application in addition to the above-mentioned rights.

(ii) Prohibitions

The User is specifically prohibited from (this list is not exhaustive):

- Reproducing, copying, modifying, creating a derivative work, assembling, recreating, distributing, presenting, representing, disseminating, publicly displaying, transferring, transmitting, publishing, selling, assigning, sub-licensing, transferring, marketing or making available to a third party, by any means whatsoever, all or part of the Application,
- Reversing, decompiling, adapting, translating, arranging, disassembling or attempting in any way to find out the source code of the Application,
- Modifying or altering all or part of the Application with a view to obtaining access to the Application.
- Extracting or exporting any data used for the operation of the Application.

9.4 Protection of Communications Tools

The Website and the Application contain the Communications Tools which belong to Snapp’.

The User acknowledges Snapp’s rights over the Communications Tools.

9.5 Penalties

The User accepts in advance that any violation of following Clauses:

- **“How is the intellectual property of the Website, its components and the Application protected?”**
- and/or **“Protection of the Application”**,
- and/or **“Protection of Communications Tools”**,

may constitute (according to the circumstances and any additional contractual breaches) an act of infringement and/or unfair competition and/or parasitism, causing substantial harm to Snapp’, particularly with regards to the infringement of its image, loss of clientele and loss of turnover.

Article 10. What is the status of the User regarding User Content and that of the Professional with regards to Professional Content?

10.1 User’s role as a publisher of User Content and Professional’s role as a publisher of Professional Content

(i) User’s role as the publisher of their content

The User is defined as a publisher in the sense of Article 6 of French Act no. 2004-575 of 21st June 2004 on confidence in the digital economy, for all content (hereafter defined in this paragraph as **“User Content”**) that they create when using the Services, and which is accessible to other Users and/or Professionals via:

- The Application,
- And the Website.

For example, the opinions and comments that the User posts via the Application or the Website form part of the User Content.

The User certifies that the User Content that it publishes is lawful, accurate, truthful, sincere and that it complies with these GTCU.

Therefore, the User is solely liable for their User Content and any consequences related to its creation, deletion, changes to this Content, or the uploading of this Content to the Website and/or the User Area and/or the Application.

The User is informed that should it publish User Content that is illegal, or which does not comply with these GTCU, Snapp’ reserves the right, on notification of a third party, to:

- Verify, check, delete, or block access to the disputed User Content via the Application and/or the Website,
- And/or suspend and/or remove the access of the User/publisher of the disputed User Content to their User Area,
- Terminate these GTCU.

(ii) Professional’s role as the publisher of its content

The Professional is defined as a publisher in the sense of Article 6 of French Act no. 2004-575 of 21st June 2004 on confidence in the digital economy, for all content (hereafter defined in this paragraph as **“Professional Content”**), that it creates when using the Services, and which is accessible to Users via:

- The Application,
- And/or the Website, primarily via User Areas.

According to the circumstances, the Professional is specifically defined as the publisher of (this list is not exhaustive):

- The contents of its Electronic Loyalty Card(s),

- The general terms and conditions of use for its Electronic Loyalty Card(s),
- The content related to its sales/promotional offers, benefits, gifts and Loyalty Schemes,
- The messages sent by the Professional, e.g. messages to indicate that a Loyalty Points or Stamps threshold has been reached,
- The content of Discount Coupons which the User receives via the Application.

10.2 Snapp's role as a webhost provider for Professional Content and User Content

Snapp' has the role of a webhost provider for the Professional Content and User Content as defined by Article 6 of French Act no. 2004-575 of 21st June 2004 on confidence in the digital economy.

Consequently, Snapp' can in no way be held liable for Professional Content or User Content.

Any User who finds illegal User Content or Professional Content undertakes to notify Snapp' thereof as soon as possible.

Any notifications (hereinafter "**Notification(s)**") shall be sent by registered letter with a delivery receipt addressed to Snapp', at its head office as indicated in the legal information, and must include:

- The Notification date,
- If the Notifier is a private individual: their forenames, surname, occupation, address, nationality, date and place of birth. If the requester is a legal entity: its legal status, name, head office and the body which represents it for legal purposes,
- The company name and head office of the recipient of the Notification, in this case, Snapp',
- A description of the facts at issue and their precise location on the Website and/or within the Application,
- The reasons for which the content should be removed, including a reference to the legal provisions and supporting evidence,
- A copy of the correspondence sent to the author or publisher of the information at issue asking for it to be suspended, removed or changed, or proof that this author or publisher could not be contacted.

This Notification must be backed up by sending:

- An email (including the list of information shown above) to the address: contact@fidme.com
- Or by sending a message to Snapp' (including the list of information shown above) via the following interface: <http://www.fidme.com/fr/contact.html>

The User is informed that Snapp' cannot be deemed to have received the Notification unless all of the above information is included in the Notification.

Following a Notification, Snapp' may:

- Verify, check, delete or block access to the disputed review, comment or message,
- And/or suspend and/or block access to the Application and/or Website and/or User Area for the User/author of the disputed User Content,
- Terminate these GTCU entered into with the User in question.

The User is informed and accepts that Snapp' shall be solely responsible for defining any Measures to be implemented following a Notification, and that it cannot be held liable for any measures implemented or not implemented following a Notification.

Article 11. In which circumstances may the Services be suspended?

The User accepts that Snapp' will temporarily and/or definitively close their User Account without notice in the following cases:

- In the event of a serious breach of these GTCU by the User, particularly if the User fails to comply with the Clause "**What uses of the Services are prohibited?**".
- If the User Area has not been used for more than 6 ("six") months.
- Should a Professional record any prohibited and/or fraudulent and/or abnormal use of its Loyalty Schemes, the User acknowledges and accepts that this Professional may wholly or partially suspend the User's access to the Services, and in particular to its Loyalty Schemes (including to the Card(s) in question, sales/promotional offers, gifts, Deals, Stamps etc.). In this regard, the User is informed that each Professional uses tools designed to prevent the risk of prohibited and/or fraudulent and/or abnormal use of its Loyalty Schemes.

In any of these three cases, the User acknowledges and accepts that they will no longer be able to access the Services which will be suspended on a temporary or permanent basis, and that the Application will be unusable.

Permanent suspension shall produce the same effects as termination, as described in the Clause **“How can the GTCU be terminated?” / “Effects of the termination regardless of the initiator”**.

Article 12. How can the GTCU be terminated?

12.1 Termination by the User

The User is free to terminate these GTCU at any time by clicking on "Delete my account" in the “My Profile” section of their User Area.

Termination shall take effect from the date on which said termination is requested.

12.2 Termination by Snapp

Snapp may terminate these GTCU at any time by sending the User an e-mail with one month’s notice.

In the event of a serious breach of these GTCU by the User, particularly if the:

- User fails to comply with the Clause **“What uses of the Services are prohibited?”**,
- And/or should items be identified, in any form whatsoever (written, verbal etc.), regardless of their origin (e.g. Snapp’, Professional, staff member of the Professional, or any other third party) which point to a prohibited use (as listed under **“What uses of the Services are prohibited?”**), and/or a fraudulent, and/or a wrongful, and/or an abnormal use of the Services on the part of the User,
Snapp’ reserves the right to automatically, unilaterally and without notice:
- Terminate the contractual relationship,
- Temporarily block access to the User Area and Services,

without consideration or compensation.

12.3 Effects of the termination regardless of the initiator

With the exception of the provisions expressly mentioned as being surviving clauses, the termination of these GTCU shall result in the defeasance of all of its provisions, and in particular in the suspension of access to the Application, the User Area and the suspension of the effects of the user licence granted by Snapp’ to the User for the Application, as specified under **“How is the intellectual property of the Website, its components and the Application protected?”**.

In addition, the User is informed that the termination has the effect of removing access to the User Area and to all of its contents, including in particular:

- Their Electronic Loyalty Cards,
Any information pertaining thereto, including the Loyalty Points balance, the number of Stamps collected on the Cards and the FidMe Points,
- Their Discount Coupons,
- Their Refunds.

Consequently, the User shall permanently lose all rights to the benefits and sales/promotional offers of any type whatsoever, including gifts, Discount Coupons, Loyalty Points, offers, Deals etc., unless they request a recovery of their data (in particular Electronic Loyalty Cards) and use it with the Professionals in question, under the relevant conditions.

The User should send any recovery requests by email to: contact@fidme.com.

In the event that Snapp’ terminates these GTCU following a serious breach of them by the User (as set out under the paragraph “Termination by Snapp’”), the User is prohibited from trying to overturn this decision in any way whatsoever, for example by attempting to reinstall the Application.

Article 13. Which circumstances are covered by an exclusion of liability and what is the scope of damages?

13.1 General information on circumstances covered by exclusion

Snapp’ may only be held liable in the event of proven misconduct, based solely on the obligations by which it is bound under these GTCU (as set out under **“What are Snapp’s obligations with regards to the User?”** and **“What Services does Snapp provide?”**), and within the limit listed below.

Snapp's obligation for the provision of the Services is a best endeavours obligation.

This Clause entitled "**Which circumstances are covered by an exclusion of liability and what is the scope of damages?**" shall remain in full effect and shall survive any invalidity, nullity or termination of these GTCU for whatever reason.

The circumstances for the exclusion of Snapp's liability listed below correspond to actions by third parties or which can be attributed to the User.

(i) Fraudulent, wrongful or illegal use of the Services

The User is solely liable for any fraudulent, wrongful or illegal use that it makes of the Services, and any resulting harmful consequences, particularly regarding Snapp and the Professional.

(ii) Disputed listing of sales outlets

Sales outlets are listed in the Application by Professionals.

Snapp' has no control over the list of Professionals' sales outlets which appears in the Application.

Consequently, Snapp' cannot be held liable for any inaccurate, fraudulent, wrongful or unauthorised listing of a sales outlet by a Professional.

Should a User identify any inaccurate, fraudulent or wrongful listing of a sales outlet by a Professional, they should report it to: contact@fidme.com.

(iii) Access by a third party to the User Area and/or to the Application downloaded on the User's Mobile Device

In this regard, the User is strongly advised to activate their personal code in order to ensure that access to the Application is secure.

In the event of negligence on the part of the User (particularly if the User has not set a personal code), the latter shall be solely liable for any third party's use of their Mobile Device, username and password, Bank Account, Services and any actions or statements made by the third party through the Application downloaded on their Mobile Device or via their User Area.

The User is reminded that they are solely responsible for their Mobile Device, including at the till in Professionals' sales outlets.

Therefore, Snapp' cannot be held liable for:

- Theft,
 - Loss of the User's Mobile Device,
 - Or damage caused to said Device (for example if it is dropped or mishandled),
- including when:

- o Collecting:
 - Stamps and FidMe Points through the Application,
 - Discount Coupons,
 - And Loyalty Points from till operators,
- o Claiming gifts at a sales outlet of the Professional in question.

In the event of the loss or theft of the User's Mobile Device, and given the risk that the Application downloaded on said Mobile Device may be used illegally, the User undertakes to promptly inform Snapp' of the loss or theft of their Mobile Device by sending an email to: contact@fidme.com.

(iv) Professional's failure to meet its obligations vis-à-vis the User.

The relationship between the Professional and the User is governed by all of the relevant contractual documents of any type whatsoever, which may include, for example:

- Content associated with their Electronic Loyalty Card(s), and specifically any general terms and conditions of use for the Professional's Electronic Loyalty Card,
- The conditions which apply to the Discount Coupons issued by the Professional Partner,
- Content related to the Professional's sales/promotional offers, Deals, gifts and Loyalty Schemes,
- Messages sent by the Professional via in-app or out-of-app notifications which display in the Application downloaded on the User's Mobile Device, such as messages indicating that a Loyalty Points or Stamps threshold has been

- reached,
- Content of the Discount Coupons which the User receives via the Application.

In its capacity as a third party to the contractual relationship between the User and the Professional, please note that Snapp' cannot be held liable for:

- Any commitment or obligation made in any form whatsoever by this Professional vis-à-vis the User,
- Any act or omission committed in any form whatsoever by the Professional vis-à-vis the User,
- The format or content of the Professional's websites, ads, canvassing, offers of any type whatsoever and in particular offers for goods or services, games, sales/promotional offers, Professional Content, benefits, Loyalty Schemes, Discount Coupons, Deals, products and services (including the applications published by the Professional which the User can access from the Application), and specifically in relation to:
 - o Their compliance or non-compliance with the applicable regulations in force (particularly with regards to compliance with consumer laws, advertising laws, personal data laws etc.),
 - o Their misleading, deceptive or illegal nature,
 - o The non-compliance, quality level and/or safety of the products and/or services offered by the Professional, together with the products and services covered by the offers disseminated on the Professional's websites or on any other media, and/or offered for sale in the Professional's sales outlets.
 - o The inaccurate or false nature of information provided by the Professional through its Professional Content.

The User should report any case of non-compliance that it identifies on the part of a Professional in relation to the commitments that it has made via the Application, to: contact@fidme.com.

(v) Removal of a Professional from the Application

The User acknowledges and accepts that any Electronic Loyalty Card, Discount Coupon or Loyalty Scheme may be deleted from the Application and/or User Area at any time, primarily at the request of a Professional.

Therefore, the User acknowledges and accepts the potential removal:

- Of a Professional from the database of Professionals,
- Of the User's Electronic Loyalty Cards with the Professional in question,
- Of any Professional Content,
- Of any User Content related to the Professional in question,
- Of any Stamps or Loyalty Points on the User's Electronic Loyalty Cards with the Professional in question,
- Of any Discount Coupons etc.

This applies to:

- The Application downloaded on the User's Mobile Device,
- The Website,
- And the User Area.

The user shall be informed of this removal in advance and with reasonable notice.

Please note that Snapp' is not liable for any commitments whatsoever made by the removed Professional, particularly regarding its Loyalty Scheme(s), offers, gifts and Discount Coupons, as appropriate, in respect of the User.

The User may request the recovery of their data, should they wish to do so (and specifically their Electronic Loyalty Cards) from the Professional which has been removed from the Application, by sending a request by email to contact@fidme.com

(vi) Issues affecting telecommunications networks, or third-party hardware and software

The User acknowledges and accepts that Snapp' is not responsible for any failure, defect, non-compliance, anomaly, error or malfunction: (i) affecting the networks (particularly the communications and telecoms networks) which enable the User to connect to the Application and/or the User Area; (ii) affecting till equipment used to record the User's Loyalty Points at the Professional's sales outlet; (iii) affecting the Mobile Device, the Access Methods and their respective operating systems; (iv) affecting third-party applications such as Facebook, Twitter, iGraal etc.

13.2 Limitation of Liability

SNAPP' SHALL NOT TAKE RESPONSIBILITY FOR ANY DIRECT OR INDIRECT DAMAGE, REGARDLESS OF THE CAUSE, ORIGIN, TYPE OR CONSEQUENCES INCLUDING MATERIAL, IMMATERIAL AND FINANCIAL DAMAGE OR LOSS OF OPPORTUNITY, WHERE SUCH DAMAGE IS CAUSED BY A FACT OR ACTION WHICH ONE OF THE ABOVE PARAGRAPHS OF THIS CLAUSE STIPULATES IS EXCLUDED FROM SNAPP'S LIABILITY.

SNAPP' SHALL NOT TAKE RESPONSIBILITY FOR ANY INDIRECT DAMAGE, REGARDLESS OF THE CAUSE, ORIGIN, TYPE OR CONSEQUENCES INCLUDING MATERIAL, IMMATERIAL AND FINANCIAL DAMAGE OR LOSS OF OPPORTUNITY WHICH THE USER MIGHT SUFFER AS A RESULT OF THE USE OF THE SERVICES, APPLICATION, USER AREA AND WEBSITE.

Article 14. Final Provisions

14.1 Force Majeure

Snapp' shall not be liable for any breaches in the delivery or use of the Services which result from a force majeure event as defined by the French Civil Code (*Code civil*) and the case law of the French courts.

14.2 Amendments to the Terms and Conditions

Snapp' reserves the right to amend these GTCU, to remove them or to amend certain clauses or add new ones, under the conditions specified by this Clause. Amendments may be made at Snapp's discretion: (i) either by way of a notification in the Application and/or User Area, provided that the User has been previously informed thereof with reasonable notice; (ii) or once the User has specifically accepted the amended version by checking a box or clicking a button in the Application or User Area.

14.3 Assignment of these GTCU by Snapp'

The User expressly grants its prior approval of Snapp's assignment or transfer of this contract to any assignee of its choice, specifically by transferring of all or part of the assets or shares in Snapp' in any manner whatsoever, for example through acquisition, merger, absorption or assignment.

14.4 Forbearance

The User acknowledges that the fact that Snapp' tolerates a certain situation shall not grant the User any vested rights.

Furthermore, said forbearance cannot be interpreted as a waiver of its entitlement to invoke the rights in question.

14.5 Severability

Should one or several provision(s), Clause(s), sentence(s), parts of sentence(s) or word(s), of these GTCU be deemed to be invalid, void, inoperative, unwritten or declared as such pursuant to an act, regulation or following a court ruling, the other words of the sentence concerned, the other sentences of the paragraph or Clause concerned, and more generally all of the other provisions of the Clause in question as well as the remaining provisions of these GTCU shall retain their full force and scope. This provision does not apply where contractual Clauses are interdependent, or where an overriding Clause of the contract is rendered invalid.

In the event of difficulties in the interpretation resulting from a contradiction between any of the Clause headings and the content of one or several Clauses, the headings in question shall be deemed to be non-existent.