



## GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF MICROPAYMENT SERVICES

### 1. PURPOSE

These General Terms and Conditions of Service provide for all of the terms and conditions for subscribing to RENTABILIWEB Micropayment Services, offered by RENTABILIWEB EUROPE SARL (hereafter referred to as "RENTABILIWEB"), located at 55 rue Raispail 92300 LEVALLOIS, registered with the Lyon Business Court (*RCS de LYON*) under number B 443 222 682, at the [www.rentabiliweb.com](http://www.rentabiliweb.com) website (hereafter referred to as "the Site"), and described in detail in Article 2 of this Contract, accessible remotely via the Internet.

These Terms and Conditions concern only the Micropayment Services as described in article 2 of this Contract, as well as in the "Micropayment services – commissions" section of the [RENTABILIWEB](http://www.rentabiliweb.com) website, and exclude any other service also provided by RENTABILIWEB.

The individuals and legal entities subscribing to RENTABILIWEB Services are considered as "Users" under the terms of this Contract.

The individuals or legal entities subscribing to a for-fee service on the User's Internet site(s), via RENTABILIWEB Services, are considered as "Internet Customers" in this Contract.

By registering for the RENTABILIWEB Services offered on the Site, the User accepts without reservations these General Terms and Conditions of Service.

### 2. DESCRIPTION OF RENTABILIWEB MICROPAYMENT SERVICES

RENTABILIWEB offers its customers a range of micropayment services, in a variety of product ranges, as listed in the "[Micropayment services](#)" section.

The principle of the micropayment services offered by RENTABILIWEB consists of providing the User with payment systems enabling the User to invoice their Internet Customers for access to all or part of the Internet Site(s) they publish.

RENTABILIWEB receives payment of the amounts charged for the service, made by Internet Users using various means depending on the micropayment solution selected by the User. RENTABILIWEB then pays the User a flat-rate fee or amount proportional to the amount of the transaction, and variable based on their level of RENTABILIWEB partnership.

The method of operation of each service is described in detail in each section of the [RENTABILIWEB](http://www.rentabiliweb.com) Internet Site.

### 3. REGISTRATION FOR THE SERVICES

**3.1.** Registration for and access to RENTABILIWEB Services is free of charge and reserved exclusively to legal entities and individuals over the age of 18 not under guardianship, who have completed and confirmed the registration form available online at the RENTABILIWEB Internet Site, and who have confirmed acceptance of these General Terms and Conditions of Service. When registering, the User promises to provide accurate, honest information on their situation, as well as to regularly check the information concerning them and to make any changes, if required, online in their User Area.

The User must namely provide a valid e-mail address, to which RENTABILIWEB will send their confirmation of registration, including their personal identification information, as well as a clickable link enabling them to activate their User account, and thus benefit from the advantages of the RENTABILIWEB Services.

RENTABILIWEB would like to draw the User's attention to the requirement to provide it with a valid email address.

Any correspondence sent by RENTABILIWEB to this e-mail address is considered as having been received and read by the User, who thus promises to regularly check the messages received at this email address and, if required, reply as soon as possible.

Only one registration as a User of RENTABILIWEB Services is allowed per legal entity or per individual and per postal address.

RENTABILIWEB reserves the discretion to refuse or invalidate *a posteriori* the registration of a User whose information proves to be false or incorrect.

**3.2.** The confirmation click executed at the end of the registration Form confirmation process formalises confirmation of the request for registration and constitutes binding, irrevocable acceptance of these General Terms and Conditions of Service.

This confirmation click constitutes binding, definitive consent to contract with RENTABILIWEB for the selected range of RENTABILIWEB services.

The confirmation click constitutes an electronic signature, which has the same value as a handwritten signature.

### **3.3. Personal identification items**

Upon registration, the User is attributed a confidential password, enabling the User to access their private interface for managing the Services (the User Area).

The User also selects the login of their choice, subject to availability, enabling them to access their User Area.

These identification items (login + password) can be modified online by the User in their User Area, and are personal, confidential and inaccessible.

As such, the User promises not to give them to a third party and, if required, will make their personal aware of the need to be particularly vigilant regarding the confidentiality of these identification items.

RENTABILIWEB disclaims responsibility or liability for any direct or indirect damages suffered by the User or by third parties resulting from fraudulent access to the User's User Area following disclosure of the User's personal identification items.

In particular, RENTABILIWEB cannot be held responsible or liable for any direct or indirect damage suffered as a result of unauthorized third party access to the User's User Area when this fraudulent access has been committed via entry of the User's personal identification items.

## **4. OPERATION OF THE SERVICES**

**4.1.** RENTABILIWEB is subject to a relative obligation towards the User for the provision of the Services. It therefore promises to do everything required to ensure operation of the Services with the best possible conditions in terms of transit time, usable bandwidth and continuity.

However, due to the very nature of the Internet, RENTABILIWEB cannot guarantee operation of the Service 24 hours a day, 7 days a week.

All of the parties involved must bear in mind the fact that the provision of RENTABILIWEB Services involves the services of several different parties, including mobile and landline telephone operators.

RENTABILIWEB therefore cannot be held responsible or liable for the failure of these parties to provide their services.

In order to ensure quality service, RENTABILIWEB reserves the right to periods of maintenance, upgrading or technical servicing, which may lead access to the Services to be cut off. Nonetheless, RENTABILIWEB promises to limit the number and duration of these Service interruptions.

In all of the cases mentioned in this article, the resulting malfunctions or unavailability of the Services cannot be considered as periods during which RENTABILIWEB does not meet its obligations, and no compensation will be paid to the User, whatever damages the User or any third party may suffer as a result of this malfunction or unavailability.

**4.2.** RENTABILIWEB takes no part in the business relations established between Users and the Internet Customers of the User's Internet Site(s) on which RENTABILIWEB Services are installed. As such, RENTABILIWEB cannot be held responsible or liable for any direct or indirect damage suffered by the User or by any third party whose origin lies in the said business relations.

## **5. AFFILIATION**

RENTABILIWEB offers the User the opportunity to create an Affiliate programme enabling it to set up a partnership between its Internet Site or Sites, a retail site (the referrer) and other Internet sites, i.e. affiliate sites. Details on the affiliate programme can be found on the Internet site in the "[Master Affiliation](#)" section.

The User is free to choose their affiliates, selected namely based on the traffic they generate and/or the pertinence of the content they provide.

In these conditions, the affiliate undertakes promotion of the services offered by the User, using various promotional actions aiming to redirect Internet users to the User's site(s).

Internet users are thus redirected to the User's pages containing for-fee content, and affiliates are then paid for each of the transactions they have brought the User.

The affiliates must be registered at Rentabiliweb, and must subscribe to the User's programme. They receive a marketing package to promote the chosen site or sites. The affiliate will then be paid by Rentabiliweb either with a percentage or with a fixed amount proportional to the purchases of Internet users based on the conditions of the affiliate programme chosen by the User.

## **6. NEW CUSTOMER REFERRALS**

The User can refer new users to the RENTABILIWEB Services, and these users will contribute, as new user referrals, to increasing the User's earnings as part of their use of RENTABILIWEB Services.

If the User refers a new user, the account of the User will be credited with an earning, as per the provisions of Article 7 of this Contract.

The amount of this payment and the conditions for attributing it are indicated in the "New Customer Referrals" section of the RENTABILIWEB Site.

As below-cost selling is forbidden, compensation for referral of affiliates in the "Prestige" partnership category is limited to six (6) months of commissions.

The registration of new users as referrals from the User will be permanent, and effectively attributed to the User, only after their details have been checked, within a maximum of seven days after their registration.

RENTABILIWEB compensates only direct affiliation at the first tier, and compensation of the User thus does not take into account referrals of new customers made by the User's referrals.

In the event of fraud, or abusive referral, RENTABILIWEB reserves the right to delete the accounts of the relevant referrals, and the earnings from the said referrals will be permanently lost.

RENTABILIWEB reminds Users of the legal ban, under the provisions of the French Law on Trust in the Digital Economy of 21 June 2004, in which the sending of commercial e-mail to individuals who have not expressly given their prior consent to be solicited in such a manner, is strictly forbidden.

Thus, this ban applies to the sending of e-mails inviting individuals to register for RENTABILIWEB Services.

The User shall thus promise not to send unsolicited e-mails or use any other illegal means in order to recruit new referrals.

The User may in no way present themselves to third parties, both generally and more particularly in order to find new customer referrals, as a representative of RENTABILIWEB.

In effect, this Contract does not involve any mandate between RENTABILIWEB and the User.

## **7. FINANCIAL TERMS AND CONDITIONS**

### **7.1. REGISTRATION – SETUP OF RENTABILIWEB SERVICES**

Registration for and setup of RENTABILIWEB Services on the User's Site(s) are provided free of charge.

However, RENTABILIWEB invoices its services based on taking a commission from the sums paid to the User as part of the payments made by Internet users via the micropayment services set up on the User's web Site(s).

Therefore, the User is paid a flat amount or amount proportional to the transaction and variable based on their level of RENTABILIWEB Partnership.

### **7.2. CALCULATION OF THE AMOUNT OF COMMISSIONS**

1. Every month, RENTABILIWEB will send the User, at the e-mail address they specified when they registered for the Services, the breakdown of the sums they are owed resulting from payments made by Internet users via the micropayment services set up on the User's Web Site(s).

The amounts and various scales for calculating the User's payout are determined on the "COMMISSIONS" page at the RENTABILIWEB Site.

2. The amount of payment depends on the portion taken by mobile and landline telephone operators for the provision of phone billing and other services, as well as the cost of using the RENTABILIWEB services.

The User can freely access the operators' rates directly on their respective Web sites.

Any changes to the operators' rates may lead to a change in the payout amounts and rates. The User will be systematically informed of such changes by e-mail. The User cannot, however, oppose the said changes.

Should the commission amounts and rates change, RENTABILIWEB will, without delay, update the amount of commissions owed to the User, with a retroactive effect for the current month, without being required to inform the User.

Should the User refuse the changes to these terms and conditions, amounts and rates of commission, formalised by sending RENTABILIWEB an e-mail, and by the confirmation by RENTABILIWEB that this refusal has been taken into account, this contract will automatically be terminated.

3. The amounts of compensation also depend on the level of Partnership achieved by the User. The level of Partnership depends on the overall amount of payments, not including tax, made by Internet Customers on the User's Internet Site(s) during the previous month, giving the User right to a commission. The detailed list of the levels of partnership and the sales thresholds for each of these levels of partnership can be found in the "Partnership" section of the RENTABILIWEB Site.

### **7.3. REQUESTS FOR PAYMENT OF COMMISSIONS**

Payments of commissions are always made by request of the User from their User Area, for a minimum amount of € 1000, and only at the beginning of the following month for transactions completed the previous month and entitling the User to a commission.

If the income generated by the User does not reach the sum of € 1000 during a continuous period of one month, the calculation carries over into the following month, and an overall payment can be made by request of the User once the cumulated amount of € 1000 has finally been reached. If payment of commission has not been requested by the publisher for a period of one year (civil year), it cannot be carried over to the following year and will be permanently cancelled, whatever the amount owed.

The amount of the commissions cannot be contested in any way by the User, with the exception of manifest errors in calculation by RENTABILIWEB. Only the documents sent by mobile and landline telephone operators and data from the RENTABILIWEB host server shall be deemed as proof for calculating commissions.

### **7.4. COMMISSION PAYMENT METHODS**

The commissions are paid out by RENTABILIWEB by bank transfer, as chosen by the User, to the bank account provided by the User in their User Area.

RENTABILIWEB will send the User, by e-mail, a copy of the document certifying each of their requests for payment of their commissions.

From their User Area, the User can write up an invoice for each of the commission payments to be made by RENTABILIWEB.

The sums owed to the User shall not accrue interest during the time they are held by RENTABILIWEB, including cases in which the User has made no request for payment.

The User will be sent a reminder e-mail for any sums for which payment has not been requested within one month after the request has been sent.

The e-mails will be sent to the address indicated by the User when they signed up for the service.

Any commission that cannot be paid out due to incomplete or erroneous e-mail or bank details will automatically be cancelled 2 months following the first reminder.

### **7.5. MANAGEMENT OF OUTSTANDING PAYMENTS**

RENTABILIWEB can pay the User only if RENTABILIWEB itself has been paid by its relevant providers.

Indeed, if the said providers observe a violation of their general terms and conditions and/or any attempted or proven piracy of their systems by the Internet Customers or any other individual, related to the User's Web Sites, resulting in non-payment to RENTABILIWEB, RENTABILIWEB will consequently be unable to pay the corresponding commissions to the User.

Thus, the User personally assumes any outstanding payments or deductions from their payments under the terms for using RENTABILIWEB Services. Deduction or outstanding payment is defined as any sum that cannot result in a commission to the User for any reason whatsoever, and namely for non-payment by its providers, for rejection of the bank card payment made by the Internet Customer and for other reasons not given in this non-exhaustive list.

The User promises, upon request by RENTABILIWEB, to send all information required concerning these outstanding payments. The deductions and outstanding payments (Phone billing, PSMS, Internet+, bank card, etc.) are deducted directly from the amount of commissions owed to the User.

When the commissions on an outstanding payment have already been made to the User, these deductions and outstanding payments will be deducted from the amount of future commission payments.

We wish to remind all parties that except in the event of an error made by RENTABILIWEB, any risk of outstanding payments, whatever the nature, is to be borne by the User. In addition, the User promises to directly pay any taxes and contributions related to their activity and services. As regards the sale of VOD services (such as cinematographic or audiovisual works) by Internet, the user is solely responsible and subject to the Video tax they will have to pay directly to the French Tax Administration (*Trésor Public - art 3-P-04*).

## 7.6. HOLDBACK

RENTABILIWEB reserves the right to withhold the publisher's earnings in the event of a risk of future outstanding payments. This holdback may involve all or part of the amount of earnings depending on the nature of the future risks. The holdback may last a minimum of 6 months and may run for a period of one year. At the end of this period, and if Rentabiliweb has not been subject to outstanding payments of any nature, the publisher may request payment of their earnings.

## 8. SPECIAL USER OBLIGATIONS

**8.1.** The User promises to follow the technical instructions and guidelines given to them by RENTABILIWEB, keeping in mind that in light of technological advances, these instructions and guidelines may change over the period this contract is in effect.

RENTABILIWEB guarantees the proper operation of its Services only on condition that the User follows the instructions and guidelines given to them.

**8.2.** The User promises not to invoice, in full or in part, the sale of material goods using RENTABILIWEB Services.

**8.3.** The User promises not to attempt, via fraudulent means, to falsify the statistics for access to the documents invoiced using RENTABILIWEB Services in order to increase the number of logins leading to eligibility for a commission.

**8.4.** The User must imperatively present a website with a real content. Every use of our forms without service or content delivery in exchange for paid codes will lead to the account closure and the blocking of the earnings. The User promises to ensure that the content of their Internet site or sites, on which the RENTABILIWEB Services are installed, do not violate the rights of third parties and do not infringe on any current national, European Community or international Laws or Regulations. In addition, the content shall not violate Public Policy or be patently illicit or obscene in nature.

The Customer namely promises to comply with national, European Community and International Laws and Regulations regarding:

consumer, price and advertising law; Publication of Internet sites and provision of content on Internet (see the French Law on "Trust in the Digital Economy" of 21 June 2004); protection of minors, with the User promising in this case to take any necessary measures to prevent access by minors to any content that is erotic or pornographic in nature whose access is protected on a per-fee basis using the RENTABILIWEB Services; lotteries, games of chance and gambling, the use of RENTABILIWEB Services for invoicing of gambling services or with the hope of winning money; intellectual property rights, such as copyrights (namely for software, sounds, images, photographs, texts, videos and cinematographic works), related rights (performing artists, producers), trademark rights, and *sui generis* rights for producers of databases; rights of publicity, rights to privacy, namely those related to the French Law on Data Files, Data Processing and Individual Liberties of 6 January 1978; prospecting by e-mail; fair competition; and civil and professional liability insurance.

**8.5.** The User acknowledges copyright laws and promises not to reproduce in the content of their Internet Site or Sites any protected works (texts, photos, images, videos, sounds, multimedia works, etc.) without authorisation to do so from their authors or the individuals or entities holding rights to these works. The user is authorised to inform the general public of their partnership with Rentabiliweb in terms that do not harm the latter. This authorisation is reciprocal in the same conditions.

**8.6.** In any and all cases, RENTABILIWEB disclaims any responsibility or liability regarding the content of the User's Internet Site or Sites.

Thus RENTABILIWEB cannot be held responsible or liable for any damage whatsoever resulting from the User's Internet Sites and their content, and from the use potentially made of these sites and content by third parties.

The User promises to indemnify, release and hold RENTABILIWEB harmless for any direct or indirect charges and damages, as well as any sentences that RENTABILIWEB may receive subsequent to legal action taken upon it by a third-party resulting from the User's Internet Sites and their content.

**8.7.** The User promises to use the RENTABILIWEB Services in a fair, honest manner, as they were intended to be used, for their needs only and promises not to sell these services to third parties.

**8.8.** Users belonging to the network are forbidden to enter access codes on their own Internet site in order to be eligible for a commission from Rentabiliweb. In such a case, Rentabiliweb reserves the discretionary, unilateral right to block the funds and may order an internal investigation. Rentabiliweb may also inform the competent authorities in the event of any doubt regarding the legality of how the codes were obtained or used.

**8.9. Rentabiliweb does not accept any websites proposing or offering money games, gambling and online betting unauthorized by the law** (including instant winner sites and games which make win any kind of gift).

The merchant who does not respect the current law could be prosecuted, Rentabiliweb can not be held as responsible for the fact that he contravenes the law. Holdbacks could be made on the Rentabiliweb merchant's account to eventually cover fines or fees that the operators/service providers may transmit to Rentabiliweb.

Moreover, social network's accounts hacking websites are forbidden on our network.

You must use the scripts provided by Rentabiliweb. Mass entry of codes by modifying the Rentabiliweb form is strictly forbidden. Likewise, the individual receiving the commission must not himself enter codes that will enable them to be eligible for payment. To ensure smooth operation of our anti-fraud tools, the partner must imperatively send to our server the IP address of any Internet user who has entered a code. The partner must also take any necessary measures to prevent fraud on their site or sites, namely:

For sites with general interest content:

- Limit the number of codes entered per day and per week per account
- Require parent permission for the use of Bankcard or Wha codes for minors
- Eliminate the possibility for accounts linked with free e-mail addresses other than the address of the Internet access provider (i.e. Hotmail or gmail addresses, etc.) to purchase codes via bankcard or Wha (Internet+).
- Eliminate the possibility to purchase codes by bankcard or Wha (Internet+) before the account has anteriority and a number of phone billing and PSMS codes to be determined.

The partner is solely responsible for their own clientele and any fraud committed on their site.

**8.10.** In the event of fraud or suspicion of piracy, Rentabiliweb may be led to ask the user to check their clients for the place where their calls originated.

In order to do this, Rentabiliweb will provide the user with a list of codes to analyse.

The user promises to provide Rentabiliweb with their proofs of call, i.e. the copy of users' invoices, in order to check that the codes entered indeed originated from legal calls and that the clients indeed paid the additional charge for each call.

If the user is unable to provide this proof, the corresponding payout may be cancelled.

## **9. DURATION AND TERMINATION**

**9.1.** Upon registration for the RENTABILIWEB Service, the contract is for an undetermined length of time.

The User may terminate their registration with RENTABILIWEB Services at any time, by logging in to their User Area and closing their account online in the User Area. However, this will entail nonpayment of the full amount of commissions owed to the User, if they have not requested payment of the balance before terminating their subscription. As a reminder, RENTABILIWEB pays out earnings only when they have reached € 1000.

**9.2.** In the event the User breaches the obligations laid out in these Terms and Conditions, in a way that is irremediable or has not been remedied within 24 hours after the e-mail notifying the said breach, or in the event of fraud or attempted fraud in the use of the Services, RENTABILIWEB may terminate this contract *ipso jure* and without delay eliminate the User's access to their User Area by deactivating their personal identification items, and by deactivating the RENTABILIWEB Services on the User's Internet Site(s).

This termination will then be notified by registered letter with proof of receipt to the address indicated by the User in their User Area, with the notification mentioning the User's breach of contract justifying termination, which is enacted without prejudice to any damages RENTABILIWEB may claim under the terms of this contract.

If this Contract is terminated by RENTABILIWEB for reasons attributable to the User, RENTABILIWEB

reserves the right to later refuse the User's registration for services provided by RENTABILWEB.

**9.3.** In the event that the User does not update an Internet address that has become erroneous for any reason in their User Area, and if the e-mails can no longer be delivered to the indicated address, the User's account will be deleted 90 days after the error is observed. In this case, any remaining payouts owed to the User will be permanently lost.

**9.4.** RENTABILIWEB may temporarily or permanently suspend provision of all or part of the RENTABILIWEB Services:

- For cases specified under Article 12 FORCE MAJEURE of this Contract
- By discretion, in which case the User cannot oppose the decision or claim any damages

This Contract will then be automatically terminated.

**9.5.** Termination attributable to the User will lead to loss of the full amount of the commissions owed to them. In the event that termination is attributable to RENTABILIWEB, the balance of the account will be paid by bank transfer at the account indicated in their User Area, as per the procedure specified in Article 7.4.

**9.6.** In all cases of termination of the User's registration, the personal information concerning the User will be kept by RENTABILIWEB, for administrative purposes, for a period of 3 months following the date of termination. This information will then be permanently deleted from RENTABILIWEB's servers.

## **10. INTELLECTUAL PROPERTY**

**10.1.** All data of any nature whatsoever, and namely texts, graphics, logos, icons, images, audio or video clips, trademarks or software on the Site, are necessarily protected by copyright, trademark and all other intellectual property rights, and are the property of RENTABILIWEB or of third parties that have authorised RENTABILIWEB to utilise them.

RENTABILIWEB, as Publisher of the Site, grants the User the right to private, non-collective, nonexclusive use of the said content.

As such, the User promises not to reproduce, summarise, modify, alter or redistribute, without express prior authorisation from the Publisher, any text, title, application, software, logo, image, graphical style guide, trademark, information or illustration, for uses other than those that are strictly private in nature.

**10.2.** RENTABILIWEB holds all of the rights to the software items that compose the RENTABILIWEB Services, as well as to all of the software items that will be designed and developed in the future regarding RENTABILIWEB Services.

RENTABILIWEB grants the User the right to use the RENTABILIWEB Services and all of the software items it contains solely for the purposes of this contract.

This right to utilization, which applies to the User only, is non-exclusive and non-transferrable and, excluding any other rights related to the Software, is limited to the duration of this contract. As such, the User promises not to copy, reproduce, broadcast, distribute, modify, correct, translate or adapt the RENTABILIWEB Services and the software items they are composed of. Upon termination of this contract, for any reason whatsoever, The User will, without delay, return to RENTABILIWEB all of the documents, software and items of any nature provided by RENTABILIWEB under the terms of this contract. The User promises to maintain the strictest confidentiality regarding the software items that make up the RENTABILIWEB Services, as well as the technical, economic and commercial information not known to the public at the time this contract was signed, for the entire duration of the contract.

**10.3.** "RENTABILIWEB" is a registered trademark, the exclusive property of RENTABILIWEB EUROPE.

As such, the User promises not to harm the RENTABILIWEB brand or the image and reputation of RENTABILIWEB Services and RENTABILIWEB in any way whatsoever.

**10.4** Any creation of a hypertext link from an Internet site to the RENTABILIWEB Site must be expressly authorised by RENTABILIWEB.



## 11. DATA PROCESSING AND INDIVIDUAL LIBERTIES

As per the provisions of French Law no. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, and the Decision of the French CNIL (National Commission on Data Processing and Liberty) of 10 July 2006 to eliminate the obligation to declare an Internet site in favour of the procedure to declare the data processing associated with the said site, RENTABILIWEB's customer/prospect file has been declared to the CNIL by RENTABILIWEB.

Under the provisions of the Law of 6 January 1978, users who have provided personal information via the Site thus have the right to access the data concerning them, as well as the right to change, rectify or delete these data.

To exercise this right, users may go into their User Area on the Site, or send a postal or e-mail to the address provided in Article 1 of this contract.

Users' personal information, collected via forms, and any future information, are destined only for exclusive use of RENTABILIWEB as part of the implementation of the services offered to Users, and are not communicated or sold to any third parties other than the service providers in charge of managing RENTABILIWEB Services.

User information is also used to enhance and personalise communication with users, namely via RENTABILIWEB newsletters they may subscribe to.

RENTABILIWEB keeps the personal information of its Users on its own servers and promises to keep the information collected strictly confidential.

## 12. FORCE MAJEURE

Neither of the Parties hereto can be held responsible or liable if the execution of this Contract is delayed or prevented due to a case of force majeure or an exceptional circumstance, attributable to the other party, to a third-party or to external causes such as labour conflicts, intervention of civil or military authorities, natural disasters, fires, water damage, or malfunctioning or interruption of the telecommunications or electrical network.

Force majeure is defined as any event external to the affected Party that is at once unpredictable, unstoppable and insurmountable, which prevents one of the Parties from executing all or part of the obligations it is required to meet under the terms of this Contract.

In any case, the affected Party is required to do everything in its power to limit the duration and effects of the exceptional circumstance, the force majeure or the external cause.

If the event lasts longer than two months, this contract will be terminated *ipso jure*.

## 13. MISCELLANEOUS

For any information or questions, you can contact our staff using the contact forms on the Site:

- Customer Service Department: [supportcodes@rentabiliweb.com](mailto:supportcodes@rentabiliweb.com)
- Sales Department: [commercial@rentabiliweb.com](mailto:commercial@rentabiliweb.com)
- Accounting Department: [compta@rentabiliweb.com](mailto:compta@rentabiliweb.com)
- Technical Department: [technical@rentabiliweb.com](mailto:technical@rentabiliweb.com)

### 13.1. Commercial reference

RENTABILIWEB may, throughout the duration of execution of this contract, cite the name of the User as part of activities to promote its services. The User may not oppose such use of their name.

### 13.2. Entire Agreement

These Terms and Conditions, the sections of the RENTABILIWEB Site concerning each RENTABILIWEB Service, the Registration Form and all future contractual documents duly approved by each of the Parties, express all of the obligations of the Parties.

### 13.3. Hierarchy of agreements

The contractual documents are, in decreasing order of priority:

These Terms and Conditions, the Registration Form and the Sections of the RENTABILIWEB Site concerning each of the RENTABILIWEB Services.

In the event of a contradiction between these documents, the higher ranked document will prevail for the interpretation of the obligation in question.

In the event the User subscribes for a service subject to special terms and conditions while this contract is still in effect, the special terms and conditions shall prevail, except if indicated otherwise.

#### **13.4. Modifications to the contract**

RENTABILIWEB reserves the right to unilaterally modify the terms of this contract, namely in the event of changes to technical, legal or jurisprudential aspects, or during the implementation of new services. The User will always be informed of the nature and scope of these modifications, via e-mail sent to their e-mail address.

If there is no opposition from the User within thirty (30) days following notification of these modifications, the User will be considered as having accepted them.

In the event the User does not accept these modifications, RENTABILIWEB reserves the right to terminate this contract due to breach by the User.

#### **13.5. Non-transferability**

The User may in no circumstances assign or transfer this contract or any one of their rights or obligations acquired under the provisions of this Contract without the prior written consent of RENTABILIWEB.

#### **13.6. Voidability**

Should one of the provisions of this Contract be considered as null and void as result of a present or future legal or regulatory provision, or of a legal decision emanating from a competent jurisdiction or organisation, this provision of the contract shall be deemed as not written. All of the other provisions of this Contract between the Parties shall remain valid.

#### **13.7. Non-waiver**

The fact that one of the Parties hereto does not at a given moment invoke the provisions of this Contract can never be considered as a waiver of the rights that they hold under the provisions of this Contract.

### **14. APPLICABLE LAW AND COMPETENT JURISDICTION**

These Terms and Conditions are subject to French Law.

Any dispute resulting from the execution or interpretation of the provisions of this Contract requires the Parties to come together to attempt to find an amicable solution before referring the matter to the competent jurisdiction.

In the event the User is a legal entity, the dispute will be submitted to the competent jurisdiction in the Court of Appeals of LYON (69), notwithstanding multiple defendants or third-party appeals.

RENTABILIWEB – GTCS