

“ PACTE OF CONFIDENCE ”

Terms and Conditions of Sales - Terms of Service

Preamble

Solutiam.com is a social and digital community service based on a linking platform (the "Platform" or "Solutiam.com") administered by Enabling Procurement as an online broker whose purpose is to liaise both, members wishing to bring and benefit from their skills (the "ExpertsExperts") and on the other hand, members wishing to have access to these skills, and acquire them (the "Knowledge SeekersKnowledge Seekers"). ExpertsExperts and Knowledge SeekersKnowledge seekers are hereinafter collectively or individually referred as "Users" of the Platform.

This transmission of knowledge, skills by the Experts, for the Knowledge Seekers, is carried out by means of software and electronic communications services (the "Tools") provided by Solutiam, which provides these Tools especially as a communications operator in accordance with the Terms of Use of the Tools.

This contractual document (the "Confidence Pact") defines the rights and obligations of the Users in connection with the use of Solutiam.com as well as the roles and responsibilities of EP in the framework of the administration of the Platform.

These terms and Conditions of sale apply to all services provided by Solutiam to Users, regardless of the clauses that may appear on Users' legal documents, including their terms and conditions of purchase and of the services provided on the Platform.

According to the current regulations, these terms and conditions of sale are systematically communicated to any User who requests them.

For this purpose, the User is asked to accept this Pact of confidence upon registration. By checking the box provided for this purpose, the User declares that he has read and accept this Pact of confidence.

Solutiam, in addition to the terms and conditions applicable to all Users, establishes categorical terms and conditions of sale, which are exceptions to the terms and conditions common to all. In the event of contradiction between the conditions common to all Users and categorical conditions applicable either to the Expert or to the Knowledge Seeker, the categorical condition applicable to the Expert or Knowledge Seeker prevail.

Thus the present terms and conditions break down as follows:

Preamble

1. Terms and Conditions common to all

- Users**1.1. Terms and Conditions
- 1.2. Use of online tools
- 1.3. Privacy Policy
- 1.4. Dispute resolution

2. Specific conditions applicable to Experts

- 2.1. Categorical terms and conditions
- 2.2. Rates and payment methods

3. Specific terms and conditions applicable to Knowledge Seekers

- 3.1. Categorical terms and conditions
- 3.2. Rates and payment methods

1. Terms and Conditions applicable to all Users

1.1. Terms and Conditions

1.1.1. Definitions

Identifiers: personal codes in the form of an identifier and a password allowing the User to access his Personal Account.

Personal Account : personal space of any User in which are his personal information accessible on Solutiam.com, to which the User can have access by Internet, by the service of EP hemeral numbers or by means of any other application after insertion of its Identifiers.

Users: any natural person enjoying full legal capacity in accordance with à French law and are at least 18 years old, or any legal entity whose registration has been validated by Solutiam.com.

Website or Platform or Solutiam.com : technical platform for connecting users (Experts and Knowledge Seekers) administered by EP as an online broker.

Expert: any User proposing their skills, wishing to capitalize on them, on the Platform whether on a non-profit basis and for profit according to the conditions defined by the User.

Service: the execution of a transfer of skill, a transfer of knowledge on the Platform, generally upon request of the Knowledge Seeker consisting of a written answer, or oral, performed on the Platform or not.

Partner : any entity or support that has a partnership agreement with EP promoting the Services of the Experts.

Support Service: dedicated helpdesk for Users, who can be contacted by e-mail at the e-mail address support@Solutiam.com or by post to Solutiam.com (EP) - Service Support - 13 Toul Al Lann Road 22730 Trégastel.

Knowledge Seeker: any User benefiting, at his request, from the delivery of a Service.

Brief: statement of the Knowledge Seeker's need, after filling an online form of the following data: the question, or the theme of the question, the area of expertise, the deadline, the budget allocated per answer, the number of desired answers.

Online Wallet: virtual wallet managed by Lemonway company credited or debited by the Platform, on the action of the User, by using an escrow account and the secure transfer of funds online.

1.1.2. User Registration

Experts may register as Users with regards to the requirements of the Specific Conditions applicable to the Experts:

- as an individual: any natural person at least 18 years of age who enjoys full legal capacity in accordance with French law for personal use; any natural person in order

to authorize the use of Solutiam.com by a minor must have parental authority and after having read and accepted the Parenting Charter ;

- as a professional: anyone with a Siret number

Before any use of Solutiam.com by the User, prior registration on the Platform ("Registration") is mandatory. In fact, the User must proceed to the creation of his Personal Account using the registration form available on the Website or by telephone by contacting the Support Service of the Website. The User agrees to fill in all the mandatory fields of the form and to provide EP with accurate, complete and up-to-date information so that EP can validate the creation of its Personal Account.

The user acknowledges that the submission of any erroneous, incomplete, misleading or expired information at the time of registration is susceptible to incur liability towards other Users as well as from EP .

The User is responsible for updating the information provided and must change the information in his Personal Account in the event of a change. The User assumes full responsibility towards the other Users and EP for the consequences resulting from any omission or negligence in this respect

In case of incorrect, incomplete, misleading or outdated information and in the extent that this information have a significant influence on the conditions of delivery of the services by the Expert in regard to the authorization or the statement of activity to the respective authorities, the respect by the user regarding its essential obligations as the obligation to pay as the Knowledge Seeker, EP may decide to suspend or remove the personal account of the User, with immediate effect and without notice.

EP may, at its discretion, terminate the suspension or authorize a new registration of the User upon correction of the erroneous information or if it turns out that:

- these did not have any harmful consequences for the other Users and/or EP and/or,
- if the User in question acted in good faith without any intent to conceal or fraud.

At the creation of his Personal Account, EP assigns the User his Identifiers.

EP reserves the right to ask the User to modify all or part of its Identifiers, especially for regulatory, technical or security reasons, without the User being able to oppose it and/or claim any compensation

The Identifiers are strictly confidential and for personal use. It is up to the User to take the appropriate measures to prevent a third party from knowing about it. To this aim, the User commits not to disclose it to anyone in any way. The User is solely responsible for their safety and use and will be liable for the acts and actions of any person using his/her Personal Account even without his knowledge.

Any Service for which the User has been identified by means of its Identifiers will be taken into account by the Platform and will engage the said User.

The User commits to immediately modify his Identifiers when he has reason to believe that the confidentiality of his Identifiers has been compromised or that an unauthorized person has had, or is likely to have access to his Identifiers. The User must inform the Support Service of EP immediately which will suspend any possibility of access to Solutiam.com by using the old Identifiers.

1.1.3. Role of EP

The role of EP is that of a technical intermediary who provides the Platform and Tools to Users.

EP does not contractually participate in the supply of the Suppliers' Services. The Services are formed directly between the Expert and the Knowledge Seeker. EP therefore incurs no liability in regard with the discussions, the submission and the execution of the Services - subject to the responsibilities inherited upon as the supplier of the Tools - and provides no guarantee of successful completion of the Services or of the payment of the Services by the User.

EP does not exercise control systematically and assumes no liability in connection with:

- the quality, the conformity of the offer with the law or the quality of the Services offered by the Experts;
- the reliability, accuracy or legality of any information relating to the Services or the identification of Users;
- the professional qualification of the Experts;
- solvency of the Knowledge Seekers;

In the event of a dispute between Users regarding a Service, the Users concerned are invited to contact EP via the Support Service to inform them of the existence of a dispute. In accordance with the dispute resolution conditions, Users must first attempt to settle the dispute between them.

The rights and obligations of EP in relation to its activities as a supplier of the Tools fall under the current Terms of Use of the Online Tools.

1.1.4. Websites

EP is not responsible for the content of websites accessible from references and links inserted by Users. It is up to the User to take all the necessary precautions to ensure that the links he chooses to insert are free of viruses, worms, Trojan horses or any other element of a nature to harm the facilities of other Solutiam.com Users. Under no circumstances will EP be held liable to anyone for any direct, indirect or unforeseeable damages resulting from the use of third party websites.

1.1.5. User Commitments

The use of the Platform implies the observance of certain standards of behavior for the User based in particular on the respect of laws and regulations and certain moral values such as respect for others, courtesy, good faith and loyalty. The use of the Platform also implies the respect of the principles enacted by Solutiam.com in terms of moderation by Users: as such, each User is aware of the Terms of Moderation prior to its acceptance.

Any violation of laws and regulations may be reported to EP .

The User acknowledges that the information he makes available on the Platform is under his sole responsibility. The User undertakes to ensure that the information he disseminates on the Platform does not contravene the current legal and regulatory provisions. As such, EP reserves the right to withdraw from the Platform any content, data, information or offer that is manifestly illicit or inappropriate of which it is aware, to suspend or cancel, permanently and without notice, the registration of the relevant User.

It is prohibited for the User:

- to violate or attempt to violate the security or integrity of the Platform and in particular to:
 - o implement any action that would be likely to jeopardize or interfere with the proper functioning of the Platform or any Service intervened on the Platform,
 - o implement any action imposing unreasonable or drastically increase in loading time of the platform's infrastructure,
 - o access, or attempt to access, data that is not intended to be viewed by the User or,
 - o enter, or attempt to enter, a server or an account to which the User is not authorized to access;
- harass, threaten, insult, or infringe the privacy of any other User or to propagate defamatory, abusive or slanderous information;
- to violate human dignity by a text, image or video of a racist, violent, pornographic or revisionist nature, to infringe the privacy of others;
- to violate the legal provisions on intellectual property rights and not to commit acts especially likely to constitute an infringement;
- to carry out, without the express authorization of EP , any "framing" or "mirror website" operation that virtually replicates the Website, to create any hypertext link on another site referring to the Site or to include, in any offer of Service or any profile, a hypertext link to a third party site, in violation of the Pact of confidence. However, the hypertext links set up by the Experts to refer to the Terms of Use of the Tools, a professional regulation or an educational website, institutional, legal relating to the activity of the Experts or the Services offered are expressly authorized;
- to use information about other Experts for improper or unlawful purposes such as unsolicited procedures, sending proposals for participation in lotteries or contests, chains of letters, or in violation of the terms and conditions of Personal Data Protection.

Users are also required to act in accordance with these principles on forums as well as on blogs available or accessible from the Platform.

1.1.6. Intellectual property

EP declares that it has rights over the Software made available under the Terms of Use of the Tools.

Any act of counterfeiting or likely to be qualified as such that would be the action of a third party and of which they would be aware will have to be reported to EP who will be responsible to initiate prosecution procedures.

Trademarks and logos: "Solutiam.com" as well as the other trademarks and logos owned by EP and the trademarks and logos of its Partners are protected by the appropriate registrations with the competent offices.

Websites: All texts, images, icons, drawings, graphics, photographs, softwares and other components of the Websites are the property of EP or its Partners and are protected by French copyright law.

Any commercial or non-commercial use of the images, texts, icons, drawings, graphics, photographs, softwares and other components of the Websites without the prior written consent of EP or its Partners is strictly prohibited.

EP disclaims all liability in the event of an action for infringement between Users or more generally in the event of any action for infringement brought by a third party to a User.

1.1.7. Conclusion of the Services between the Expert and the Knowledge Seeker

When an Knowledge Seeker wishes to benefit from a Service, it must first publish a Brief on the Platform. After receiving one or more service offers, the Knowledge Seeker must read the "Why choose my answer" field, filled by the Expert in written, audio or video form, the Expert having previously provided the answers to the problematic formulated in the brief, but remaining invisible to the Knowledge Seeker without the Knowledge Seeker's click on the link or button allowing their display.

The Service is taken into account when the Knowledge Seeker has read the field « Why choose my answer" and clicked on the button or link to read the answer to the problem in the brief.

However, a service contract is formed between the Knowledge Seeker and the Expert only from the moment when the Expert and the Knowledge Seeker have been connected on the Platform and the Knowledge Seeker has accepted the Offer of Service offered by the Expert by accepting especially the content of the field "Why choose my answer" and clicked on the button or link allowing the reading of the answer.

The payment of the Service is made by secure online transfer of funds between Online Wallets made available to Users by EP through the company Lemonway. Wallet credits can be realized as follows: credit by credit card, credit after completion of a paid online service. The conditions as well as the terms governing these means of payment are detailed in the conditions relating to the Tariff and Terms of Payment of the categorical conditions Expert and Knowledge Seeker.

The User agrees that his relations with EP are governed by French law regardless of the country of residence of the Knowledge Seeker or the Expert and regardless of the territory of performance of the Service as the corresponding payment, in accordance with the provisions of 1.4.

1.1.8. User Penalties - Content Withdrawal - Alerts - Compensation

In the event of a breach of the Pact of confidence or any illegal action, EP is entitled to withdraw from the Platform immediately and without notice certain contents and / or to suspend or cancel the User's Personal Account or to take other appropriate measures against it. These measures may consist of a warning, an interruption or a cancellation of the Registration on the Platform.

Under Article 6 of Law No. 2004-575 of 21 June 2004, EP is however not subjected to a general duty to monitor the information and content available on the Platform nor to any general duty to investigate facts or circumstances resulting in illegal activities.

In the event that a User is aware of an act on the Platform of an infringement of the current laws and regulations, and in particular the presence of content making the apology for crimes against humanity, inciting racial hatred, to violence, to child pornography and, in general, undermining human dignity, the latter undertakes to immediately alert EP by contacting the Support Service and to provide information to identify the offensive content and / or of the author.

Any User undertakes to guarantee and indemnify EP against the consequences of any claim emanating from a third party resulting from the non-compliance by the User with the terms of the Pact of Confidence, the current laws and regulations, a right to intellectual property or non-performance of a Service by the User concerned. The User commits to provide full and complete cooperation in the processing of another User's complaint against him or the

possible negotiation of a transactional solution as defined in the dispute resolution terms and conditions.

1.1.9. Responsibilities

EP assumes no other obligation than those relating to its role as an online broker. EP makes no warranty as to the availability or performance of the Platform and the User may not seek EP 's liability for any missed prize, loss of opportunity or loss of revenue.

EP guarantees, in accordance with the legal provisions, the User, against any lack of conformity of the Services and any hidden shortcomings, resulting from a lack of the framework or realization of the services provided and rendering them unfit for the use to which they were intended for, to the exclusion of any negligence or fault of the User, for a period of 6 months from the delivery.

In order to assert his rights, the User must, inform EP any action relating thereto in writing of the existence of shortcomings within a maximum period of 7 days from their discovery.

EP will rectify or have rectified at its exclusive expense, services deemed to be defective.

The guarantee of EP is limited to the amount excluding tax paid by the User for the provision of services.

The User is responsible for direct or indirect damages, whether material or immaterial, caused to EP and / or any Partner.

The User agrees to indemnify EP and its assigns for all losses, expenses, damages and costs, to the extent reasonable, that may result from non-compliance with the Pact of Confidence.

1.1.10. Suspension / Cancellation / Deletion of the Personal Account

In case of breach of a User to one of its obligations, EP gives notice electronically to resolve the breach within forty-eight (48) hours. This formal notice may be accompanied with a suspension of access to the Platform.

EP may cancel with full right, and without notice, the Personal Account of a User on the Platform in case of violation of an essential obligation of the User to which he has not resolved in accordance with the previous paragraph, or in case of violations of the current law or regulations.

The User may delete his Personal Account on the Platform at any time by contacting the Support Service and subject to full payment of all amounts due for Services delivered.

1.1.11. Closing the Platform

EP may terminate, in its sole discretion, the exploitation of the Platform subject to having first informed the Users by giving one (1) month's notice and without any bearing liability of EP , to any title whatsoever regarding such termination. Under the same conditions, EP reserves the right to terminate, in its sole discretion, the provision of a category of Services on the Platform, and without any bearing liability of EP , to any title whatsoever regarding such termination.

1.1.12. Modifications of the Pact of Confidence and evolution of Solutiam.com

EP reserves the right to modify the Trust Pact at any time and to change the characteristics (usually technical characteristics) of the Tools of the Platform.

The User is informed of the changes to the Trust Agreement on his Personal Account and / or by email within a period of between seven (7) and thirty (30) days before their entry into force, unless dictated by an imperative rule or a judicial decision, in which case their entry into force will be immediate.

Users connecting to Solutiam.com and / or maintaining their Services on the Platform after their entry into force will irrefutably be deemed to have accepted said amendments and modifications.

1.1.13. Agreement on Evidence

The User acknowledges that the electronic data (including any connection data) and the backups made on the Platform ("Electronic Documents") will have full probative value both between the Experts and the Knowledge Seekers in the context of the Services and between the User and EP . Thus, the Electronic Documents (including their dates and time) will prevail between the parties in any dispute unless the party against whom the Electronic Document is invoked, demonstrate the lack of probative value.

The User recognizes, in his contractual relations with EP , the validity and probative force of emails. Likewise, call tickets summarizing the calls made by the User and used as a basis for billing, as well as their microfiche reproductions, optical or magnetic disks, magnetic tapes, kept by EP are enforceable against the User in question as evidence.

EP will retain, on behalf of the User, the Electronic Documents materializing the Services. Each User may access the Electronic Documents relating to the Services which concern him upon request addressed to EP .

1.1.14. Miscellaneous

Partial nullity: Any clause of the Pact of confidence which would be declared null or outlawed by a competent judge shall be voided, but its nullity shall not affect the other provisions of the Pact of Confidence nor affect the validity of the Pact of Confidence as a whole or its legal effects.

Force majeure: Users will not be held responsible, or considered as having failed in the provisions of the Pact of confidence, for any delay or non-performance where the cause of the delay or the non-performance is related to a case of force majeure as defined by the jurisprudence of the Court of Cassation.

EP can not be held liable to the User or to any third party for any degradation, suspension or interruption of the operation of the Tools caused by a case of force majeure, by means of a third party or the User, as well as unavoidable hazards that may arise from the technicality and complexity of the implementation of the Tools.

In the event of force majeure, the obligations of EP and the User are suspended during all its duration.

Independence of Users: The user intervenes on the Platform as an independent individual and its registration does not constitute any relationship of subordination, agency, corporation created in this effect or in participation or representation.

Notification: Any notification under the Pact of Confidence shall be made by the User to EP by registered post with proof of receipt at the following address: Solutiam.com, Support Service, 13 Toul Al Lann Road, 22730 TREGASTEL.

Transfer: EP reserves the right to transfer to any company of its choice all or part of the rights and obligations arising between the User and EP .

APPLICABLE LAW - COMPETENT COURTS

THE PACT OF CONFIDENCE IS SUBJECT TO FRENCH LAW. ANY DISPUTE BETWEEN A USER AND EP NOT RESOLVED IN THE AMIABLE WILL BE BROUGHT BEFORE THE TRIBUNAL DE GRANDE INSTANCE DE SAINT-BRIEUC, EXCEPT IN CASES WHERE SUCH A CONVENTIONAL ATTRIBUTION OF JURISDICTION IS NOT OPPOSABLE TO THE USER IN ITS QUALITY OF CONSUMER.

1.2. Using tools

EP is an electronic communications operator declared to the Regulatory Authority of Electronic Communications and Post (hereinafter "EP ")

As part of its activity as a platform operator and administrator, EP offers Users tools (the "Tools").

In the event of any inconsistency between any of the provisions of the Terms of Use and any provision of the Terms of Use of the Tools, the terms hereof shall prevail.

1.2.1. Definitions

The following words and phrases, in singular or plural, have, within the Terms of Use, the following meaning:

Hardware: Hardware that must be available to the User and equipped with minimal configurations.

Tool: any Service offered or that may be offered by EP to Users at the Platform:

- Offline connection service
 - o Rotating numbers: throwaway telephone numbers that allow two users direct contact by telephone, using a redirect / alias premium number system to a mobile or fixed line number, anywhere in France.
- Online connection service
 - o Private messaging: sending messages between users accessible from their Personal Account in the dedicated section for this purpose.
 - o Meeting Room: As part of the realization of a Service, Users can have private access to a workspace dedicated to each Service. Several features can be developed to facilitate the communication between the Expert and the Knowledge Seeker (videoconferencing, rotating numbers, chat, file transfer)
 - o Wimeet: social network, allowing the sharing of content (information, news, links, images, videos) between the Users, with its network of Users or all Users of Solutiam.com.

1.2.2. Subscription - Duration

Registration as a User of the Platform is mandatory prior to the first use of any Tool. To this effect, the User must proceed to the creation of his Personal Account using the registration form available on the Website.

The Terms and conditions remain in effect between EP and the User for an indefinite period.

1.2.3. Initial setting

The User's hardware must comply with the following minimum requirements:

- PC running Windows 2000 / XP / Vista or GNU / Linux (2.6.x) or Mac (x86 or PPC) running Mac OS X 10.3.9 or higher
- Broadband Internet connection (ADSL or cable)
- Sound card, microphone and speakers or headset
- Direct X 9 or higher for video calling on Windows
- Adobe Flash Player Version 9 or higher
- 1000 MHz processor for video telephony
- 512 MB of RAM, 30 MB of available hard disk space.

Following the technology used by Solutiam.com for setting up the video conference service, it is recommended to use the following web browsers: Google Chrome and Mozilla Firefox. An additional plugin which installation is required for Internet Explorer and Safari.

The User acknowledges being solely responsible for the installation, use and maintenance of his Hardware. His hardware must be approved and comply with the provisions of the CPCE and the current standards.

1.2.4. Conditions of access to the Tools

Using an Internet connection with a speed greater than 128 kbps download and 128 kbps upload is highly recommended. EP is not responsible for the quality of the telephone line of the User which is provided by the network Expert which he subscribed according to the provisions of the article L.121-83 of the Code of the consumption.

Said access conditions are subject to change.

1.2.5. Limitation of access to Tools

Whatever the Tool(s) subscribed by the User, the latter is expressly informed that, with the exception of the telephone, all access to the Tool used on the Internet is interrupted in case of interruption of the broadband connection of one of the Users.

1.2.6. Tools available to Users

The tools are provided on the basis of the public Internet network and according to the IP protocol.

EP grants to the User the right to use the tools made available individually, non-exclusively and non-transferable.

The right of use starts as soon as the User has clicked on the interface of use of the Tool made available.

Disposable numbers are a Payable Tool for the User who uses it whose rates are available on the Website.

1.2.7. Technical assistance

To answer the technical questions of the User and help the latter to solve any problems related to the use of any Tool, EP offers a helpdesk to effectively solve problems that the User is likely to encounter. Thus, the User can report a problem of access to a Tool by contacting the Support Service.

In case of unavailability, the recovery time of a Tool will vary depending on the problem encountered, but will not exceed a maximum of forty-eight (48) hours.

1.2.8. Absence of warranty

EP provides the User reserved Tools "as is" and makes no warranty or condition expressed or implied.

The User acknowledges that it is not possible to guarantee that the User-only Tools will meet performance requirements or that it will work without discontinuity or bug.

1.2.9. Maintenance

EP reserves the right to suspend access to a Tool for reasons related to maintenance or updating. EP commits to warn, as far as possible, the User of possible cuts, suspensions and, more generally, any maintenance or update operations intended for a Tool.

1.2.10. Modification - Evolution

EP reserves the right to modify or upgrade the functionality of the Tools and the conditions of access.

EP may be required to propose new tools given the evolution of technologies or market expectations.

1.2.11. Intellectual property

EP declares that it has rights over the Tools. The use of a tool implies the respect of the rules of intellectual property.

Any act of counterfeiting or likely to be qualified as such that would be the action of a third party and of which they would be aware will have to be reported to EP who will be responsible to initiate prosecution procedures.

1.2.12. Responsibility of EP

EP will implement, to the best of its abilities and subject to technical constraints, all the means at its disposal to provide the User with reliable and fault-free services. EP undertakes to make its best possible efforts to make the Tool(s) accessible without interruption except in case of possible breakdowns or maintenance operations necessary for their proper functioning, a case of force majeure or an event beyond the control of EP . EP will make every reasonable effort to ensure the permanent and continuous operation the Tools.

EP will take all necessary precautions to avoid interruption of access to the Tools.

In any case, EP can not be held liable in particular in the following cases:

- EP can not guarantee that the files that can be downloaded from the Website or through the Tools are free of viruses, worms, Trojan horses or other code manifesting themselves by contaminating or destroying the property. It is the User's responsibility to implement sufficient procedures and control points to meet his specific

requirements for accuracy of data stream and to use an external system other than the Website to recover any lost data;

- EP can not be held liable for any misuse of a Tool by the User;
- EP can not be held responsible for the incompatibility of a Tool with the User's equipment or any malfunctions and / or damage resulting from this incompatibility;
- EP is not responsible for the fraudulent use by third parties of the User's Personal Account and any resulting damages;
- EP is not liable for any fraudulent use of the Website;
- EP is not responsible for and does not answer for any incidental or collateral damages, including the loss of sales, commercial profits, programs, information and others resulting from the use of a Tool except in the event of technical failures that may be due to EP . The User is solely responsible for any damage that may occur as a result of the use of a Tool and it would be up to him to make regular backups on his Equipment of any data and / or content he wishes to keep.

In any event, in the assumption that the liability of EP is retained in the context of the supply of a Tool, the amount due to the User has been capped to the amount paid for the provision of the service.

1.2.13. User Responsibility - Use of Tools

The User is solely responsible for direct or indirect damages, tangible or intangible, caused by him during the use of the Tools and especially any damages resulting from:

- the use by a third party of its Identifiers and the disclosure of any information that he has made accessible, except to demonstrate that such use or disclosure results directly from a technical deficiency overhead associated to EP ;
- from the use he has made of his high-speed Internet connection;
- from the exploitation and/or use of the data and information that the User has communicated on the Internet.

The User is warned that the use of non-compliant materials, particularly "pirate cards" to access tools other than those provided by EP , is likely to constitute a criminal offense.

1.2.14. Respect of current laws and regulations

The User agrees to comply with the laws and current regulations in a way that public order is not disrupted and morality or the rights of third parties. Thus, the User agrees, without limitation, that no data transmitted during the use of the Tools:

- depicts pornographic or pedophile;
- incites violence, crime, misdemeanour, suicide, acts of terrorism, theft, acts of degradation or deterioration;
- the vindication of war crimes, crimes against humanity and acts of terrorism;
- incites discrimination, hatred or violence against a person or group of persons on the basis of their origin or their belonging to an ethnic group, nation, race or reason their religion or their morals;
- does not impugn in any way the honor or reputation of a person;
- does not compromise security, private life, the image of a third party.

1.2.15. Infringement of the Tool

The User forbids himself:

- to bring, or to have amended, any modification to the Tool, including to correct any errors thereof;
- to duplicate, reproduce, copy, extract (except to make a backup copy), modify the Tool or integrate it into a derivative work;
- disassemble, dismantle, damage, modify, reverse engineer, decompile, decrypt the Tool, its documentation or source code, create improvements to this Tool, or to resort to any other method that has for purpose or effect to access to the source code or protocols of the Tool;
- incorporate, integrate, reuse, or include all or part of the Software in any other software, program, product or service;
- distribute, redistribute, give, rent, lend, transfer, pledge as collateral, sub-license.

The User cannot claim to access the sources of the Software.

However, the User is warned that he can, within a reasonable time, obtain from EP the information necessary for the interoperability of the Tool by notifying his substantiated and detailed request pursuant to Article L. 122-6 of the Intellectual Property Code.

1.2.16. Claim

In the event of any claim whatsoever, the User must send his request by post to the following address: "Solutiam.com - Service Support - 13 Toul Al Lann Road 22730 Trégastel - France".

In any correspondence, e-mail or postal, addressed to EP , the User agrees to mention his surname and first name, his e-mail address and his username in order to allow his identification and the processing of his requests. Any incomplete request will not be processed by EP .

The User has been already informed that any claim resulting from misuse of a Tool will not be taken into account, the User is solely responsible in this case.

1.2.17. Archiving

The recordings and backups made on the Platform, such as the connection data to the Platform that may be requested by a judicial authority in respect of EP 's legal retention obligations, will be retained.

1.2.18. Applicable law - dispute resolution

THE PRESENT CONDITIONS ARE GOVERNED BY FRENCH LAW. ANY DISPUTE CONCERNING THE TRAINING, INTERPRETATION, EXECUTION OF THE PRESENT AND THE CONSEQUENCES OF THE TERMINATION OF THESE CONDITIONS WILL GIVE RISE TO THE SEARCH FOR A FRIENDLY SETTLEMENT BETWEEN THE PARTIES.

HOWEVER, IN CASE OF FAILURE OF NEGOTIATIONS OR MEDIATION, THE DISPUTE WILL BE BROUGHT BEFORE THE COURT OF GREAT INSTANCE OF SAINT BRIEUC, EXCEPT IN CASES WHERE SUCH A CONVENTIONAL ATTRIBUTION OF JURISDICTION IS NOT OPPOSABLE TO THE USER.

1.3. Protection of personal data

EP is committed to protecting the private life and personal information of Users

à the platform. The present provisions on the protection of personal data explain the procedure by which EP collects personal information concerning the Users (the "Personal Data") and describes the conditions of use of this information by EP during:

- the use of the websites www.Solutiam.com and www.Solutiam.fr (the "Site (s)"), or those of its Partners,
- the use of any Service available from the Site (s) or those of its Partners,
- the participation of the User in the Platform.

In case of contradiction between any of the provisions on the protection of personal data and the Terms and Conditions, the terms hereof shall prevail.

1.3.1. Use of Personal Data

EP is responsible for the processing of Personal Data and has declared to this effect this processing of personal nominative data with the Commission Nationale Informatique et Libertés ("CNIL") under number 1791011 v 0 dated 3 September 2014.

EP undertakes to treat all Personal Data in accordance with the principles of loyalty and confidentiality and, generally, in accordance with the applicable regulations.

In order to create his Personal Account and access the Platform, the User must provide certain Personal Data (name, surname, email address, landline number or mobile phone number, date of birth, etc.). If the User wishes to subscribe to the news letter, participate in a competition, a survey or a program, additional information may be required for this purpose.

Personal Data is used by EP for the purposes of providing the Tools described in the Terms of Use of the Tools, the administration of the Platform, the linking of Users and their billing as well as in its relations with Users.

Users agree that their Personal Data will be sent to EP Partners. Any User wishing to have his data not transferred to Partners may contact EP .

1.3.2. Payment database

The payment of the Services concluded on the Platform via the secure payment service (subcontracted by the company Lemonway) assumes that the Users have previously opened a Personal Account. The User holds a "CB" payment card issued by a banking institution and used by merchants and service Experts affiliated with the "CB" network ("Bank Card").

Credit Card Number (hereinafter "Number") means, the sixteen (16) digit number and the expiry date shown on the front of this Credit Card as well as the security code (CVV) in the back of this same Bank Card.

EP does not have access to the Bank Card Numbers of the User, since the transaction passes through its subcontractor Lemonway. As a result, EP does not retain any Bank Card Number.

1.3.3. Communication of Personal Data

In application of the data protection act n° 78-17 of January 6, 1978 relating to information technology, files and liberties ("Data-processing law and Freedoms") modified by the law n° 2004-801 of August 6, 2004, Personal Data of the User may be communicated by EP on judicial requisition of judicial, police or administrative authorities.

1.3.4. Right of access, opposition and rectification

In accordance with the Data Protection Act, the User has an individual right of access, opposition and rectification, relating to his Personal Data. If the User wishes to exercise this right and obtain information about him/her concern, he/she may do so by e-mail addressed to EP , Service Support.

1.3.5. IP Addresses

EP ensures the conservation and storage of the IP addresses of each login action or registration to the User Platform for purposes of administration of the Platform, as well as to put an end to/remedy any possible abuse performed from a Personal Account. The processing of IP addresses is essential in the operation of the Platform and the provision of the Tools.

1.3.6. Cookies

EP is capable of using cookies and/or invisible GIF files in order to obtain information about Users, improve the performance and functionality of the Platform as well as those of certain Tools.

In the event that the User does not want his Personal Data collected through cookies, the latter may disable the support of cookies in his browser. This operation may, however, decrease the performance and functionality of the Platform and Tools.

1.3.7. News letters/promotional messages

EP may at any time send the User non-promotional e-mails, SMS and non-promotional e-mail regarding his Personal Account.

EP may also send the Claimants commercial messages (by e-mail, SMS or postal mail) designed to ensure the promotion of similar services to the one purchased by the Knowledge Seeker on the Platform.

If the Knowledge Seeker gives its approval during the registration process to the Platform or via his Personal Account, EP may, in addition, send him news letters and other promotional messages by e-mail, post and SMS.

At any time, the Knowledge Seeker may oppose upon receiving any promotional message by sending a postal mail to EP , Service Support.

Each Expert may send promotional messages to the Knowledge Seeker by e-mail after obtaining their prior express consent.

1.3.8. Requirements of the Expert

Any Expert offering its Services on the Platform is committed towards the Knowledge Seekers

à comply with its obligations under the applicable regulations with regards to the protection of personal nominative data as it results particularly from the Data Protection Act. Each Expert is responsible for the processing of data concerning its Knowledge Seekers and declares to comply with the requirements of the Data Protection Act. Each Expert declares, in particular, having made the necessary reporting formalities with the CNIL and having informed the Knowledge Seekers in accordance with Article 38 of the Data Protection Act.

Except with the express and prior consent of the Knowledge Seeker, the Expert agrees not to make any use of the Personal Data relating to the Knowledge Seeker for purposes other than the strict needs of the execution and invoicing of its Service or in order to assert his rights in any dispute with the Knowledge Seeker concerned. Similarly, the Expert is informed that it is forbidden to communicate any Personal Data to a third party without the express and prior agreement of the Knowledge Seeker concerned. Any Experts is committed to guarantee and indemnify EP against the consequences of any claim by an Knowledge Seeker resulting from the breach by the Expert of its obligations in respect to the applicable rules in the protection of personal data and/or under this.

1.4. Moderation and dispute settlement

The provisions of moderation are meant to inform Users about the rules to be respected in the context of the Services and the existence of Prohibited Services and Services subject to authorization, and the methods of dispute settlement that are likely to occur between the Users on the Solutiam.com Platform.

In the event of any contradiction between any of the provisions of the present and the Pact of Confidence, the terms hereof shall prevail.

1.4.1. Terms of use of the Platform to abide

EP warns Users against the occurrence of a dependence on certain Services and shares its recommendations.

Solutiam.com, through its payment and escrow service Expert, sets maximum ceilings of two hundred and fifty (250) euros per credit transaction to Online Wallet by credit or debit card, regardless of volume of services concerned, no matter the area of competence sought. Beyond this amount, the Service Support will contact the Knowledge Seeker and the Expert concerned by the Service to know the details and the explanation of the ceiling overrun, so as to allow a follow-up of any possible fraud. In addition, to enable the realization of the Service and proceed to the collection of funds online, the involved Users will have to produce supporting documents, as part of KYC ("Know Your Customer") and LAB-FT ("Anti Money Laundering and Terrorist Financing "). Solutiam.com will send to Lemonway, its payment and escrow service Expert, the following documents:

For private individuals:

- Proof of address:
 - o Dating less than 3 months as from the date of application to open the Personal Account
 - o From an energy supplier (Electricity, Gas, Water) or a lessor, or a tax slip
- Bank statement :
 - o Photocopy of the IBAN or photocopy of the last bank statement containing the account number
- Proof of identification:
 - o The Identity card for French citizen, or French passport
 - o Or the residence permit accompanied by the passport of the country of origin
 - p Two pieces of ID for a non-french residing in Europe
 - q Two pieces of ID for a non-French resident in France, even European

For companies :

- A description of the business

- A K-BIS document or equivalent to a commercial register
- The statutes of the company, certified according to the original by the authorized person
- A proof of identity (see above) and residence (see above) from the manager or chairman

Similarly, these credentials must also be produced by the Knowledge Seeker when the ceiling of 2500 € of cumulative payments over the last 12 months will be reached.

1.4.2. Dependency concept

Dependency ("Dependency") results from a state of habituation due to excessive use of the Services.

Some Knowledge Seekers may develop Dependency due to excessive use of the Services. EP recommends to any Knowledge Seeker to make a reasonable consumption of the Services to avoid any dependency.

1.4.3. Evaluating Dependency

EP provides Users a questionnaire to detect a state of dependence in an Knowledge Seeker :

- Do you enquire longer than you had expected initially with a Expert?
- Have you ever spent money on a Expert's Services needed for basic necessities ?
- Do you make decisions only with the help of the Experts ?
- Has the use of the Services already made your home life ever unhappy?
- Have you ever thought that giving up the Services provided by the Platform would be a sacrifice ?

Positive response to two or more of the preceding questions suggests a state of dependency.

To combat the emergence of dependency, EP encourages Experts suspecting a state of Dependency in an Knowledge Seeker to report it to EP .

1.4.4. Recommendations of EP

EP recommends the Knowledge Seekers to adopt a responsible behavior to avoid an excessive use of the Services which could lead to an Addiction.

Thus, EP recommends adopting certain behaviors for a healthy use of the Services :

- determine a maximum daily and monthly expenditure amount ;
- regularly monitor consumption on his Personal Account;

not to make important decisions on the sole basis of suggestions from Experts;

1.4.5. Fight against addiction

The Knowledge Seeker may decide to definitively close his Personal Account by simply calling the Support Service. The Knowledge Seeker undertakes to provide accurate and precise information when closing his Personal Account finally so that EP can identify him and deny him a new request for Registration.

1.4.6. Fight against abuse of situation of weakness

EP informs the Expert that constitutes a fraudulent abuse of a situation of weakness, sanctioned criminally, taking advantage of the situation of weakness of an Knowledge Seeker to encourage him to resort to his Services in an excessive manner. Such behavior is prohibited on the Platform.

1.4.7. Prohibited services and services subject to authorization - Concept of prohibited services

Prohibited services ("Prohibited Services") consist of all activities that are contrary to the laws and regulations and may lead to civil and criminal sanctions against the Expert and/or EP as a technical intermediary.

As an indication, the following activities are deemed prohibited on the Platform :

- any gambling activity, including legally authorized bets and lotteries ;
- all notarial activity in application of the provisions of article 1 of the ordinance n° 45-2590 of November 2nd, 1945 relating to the statute of the notary;
- any activity related to prostitution ;
- any activity that violates respect due to the human body, including pornographic activities ;

any activity that, in general, undermines human dignity.

1.4.8. Services subject to authorization

Prior authorization, at the request of the User, must be issued by EP for activities the supply of which requires by law or regulations :

- conditions of diploma, registration with a professional order, permit, license or other regulatory or administrative authorization;
- compliance with pricing and billing conditions that are inconsistent with the terms of use of the Platform.

EP may verify that the Experts hold diplomas attesting their professional qualification and are duly registered with the competent authorities and at the Trade and Companies Register or at the Directory of Professions, as well as at social or other organizations.

1.4.9. Role of EP

EP therefore invites any Expert to verify that the Service it intends to offer on the Platform does not constitute a Prohibited Service or a service subject to authorization. In case of doubt, the Expert is invited to contact EP prior to its Registration as a Expert to determine whether the Service in question may or may not be offered on the Platform.

1.4.10. Sanctions

EP may suspend or cancel by operation of law and without notice the registration of a User who proposes a Prohibited Service or a service for which he has not obtained the authorization.

1.4.11. Users Responsibility

Any Expert agrees to guarantee and indemnify EP against the consequences of any claim by an Knowledge Seeker or a third party resulting from the provision of a Prohibited Service on the Platform and, more generally, from the exercise of a regulated activity without the necessary authorizations, necessary accreditations or diplomas.

1.4.12. Resolution disputes between Users - Using the Litigation Manager

The User who considers himself wronged within the framework of a Service intervened on Solutiam.com can
à at any time initiate a dispute resolution procedure in contact with the Support Service of Solutiam.com.

The Litigation Manager consists of a dialogue by e-mail and/or telephone and/or private message between the two Users to the disputed transaction. Users are informed by e-mail and in their Personal Account of any new message brought to the dialogue.

Users agree to communicate in good faith, in a fair and sincere manner.
The User therefore refrains from harassing, threatening, or insulting his interlocutor.

The user who initiated the dialogue has the possibility of closing it at any time.

1.4.13. Vouchers

In agreement and after joint action with the Support Service, the Expert engaged in a dispute settlement procedure to the possibility to compensate its Knowledge Seeker, and up to the total amount invoiced to its Knowledge Seeker in respect of the Service.

Any use of the voucher by the Knowledge Seeker entails resolution of the dispute.

1.4.14. Dspute Resolution Assistance

EP via its Support Service will attempt to bring Users to an amicable resolution of the dispute within six (6) months as from the completion of the Service.

Users agree to communicate to EP all the evidence that EP deems necessary for the resolution of the dispute, keeping in mind that as an online broker. EP does not assure Users of the successful end of the Dispute Resolution procedure.

The User agrees not to report an unfounded or bad faith dispute. Failing this, he is liable to have his Personal Account suspended or canceled by right and without notice by EP .

In the event of a dispute regarding the payment of the Service Price, the User may only report a dispute to EP once the Service Price has been paid.

The Expert assumes the risks associated with any Service in case of non-payment of the Service. The Expert acknowledges that EP can not oppose the request to repay the Price of the Service by the bank of the User when it has been paid fraudulently and accepts that this decision is irreversible.

In case of failure of the dispute resolution procedure, the Users make their personal case of the actions that one or the other could introduce before the competent jurisdiction.

2. Categorical conditions applicable to the Experts

2.1 Categorical terms and conditions

EP does not necessarily proceed with the validation of the registration of the Experts or the verification of the information provided by each Experts.

Thus, in the event that the accuracy of the information is verified, EP reserves the right to ask the Expert for additional information including statements made by the Experts among fiscal and social authorities taking into account the Obligations of the Experts according to the legal provisions.

By default, the Professional Expert is considered as independent, declared as a self-entrepreneur to the competent authorities. This declaration must be undertaken by the Professional Expert. Similarly, the regular conclusion of Services online may entail the obligation of affiliation to the body responsible for the management of social contributions on which the Expert depends or to any other collective management body for independent professions (health insurance funds...).

The Expert is informed that by providing Services on the Platform (or any other site or marketplace) in the usual way, it is likely to be subjected to reporting obligations, particularly with tax and social authorities. Thus, the regular conclusion of Services on the Platform is likely to entail an obligation to report to the tax authorities and to subject the Expert to various taxes (such as the Value Added Tax ("VAT") and the territorial economic contribution...etc.). The Expert acknowledges that he is up to date with the payment of all taxes resulting from the conclusion of the Services on the Platform.

EP in its capacity as a simple online broker, acts in the name and on behalf of the Users and will not charge VAT on its sole performance, excluding the special regime of "opaque" intermediaries provided for in Article 256-V of the General Code of Taxes. The base VAT charged at the rate in effect will therefore consist of the commission paid by the User to ORW SA.

It is therefore mandatory for non merchant Experts, or more broadly, unauthorised à Invoicing a Service, and to connect to these organizations in order to obtain any useful information regarding the criteria and the obligations of affiliation.

Solutiam.com reserves the right to proceed to the selection of the Experts and to limit the number according to:

- the request of the Knowledge Seekers
- the performance of the Platform,
- technical constraints related to the administration of the Platform.

Each Expert can open a Facebook account that will be powered by the content of his presentation sheet as well as by his blog available on the Platform and possibly other items. Each Expert agrees to comply with the terms and conditions applicable to the Facebook social network.

2.1.1. Obligations of the Expert

Any Service performed by means of the Platform is concluded directly between the Expert and the Knowledge Seeker. Therefore, the Expert is solely responsible for the terms of the contract that it concludes with the Knowledge Seeker. As such, the Expert agrees to comply with the current laws and regulations. The Experts are prohibited from communicating any misleading or deliberately erroneous, imprecise or incomplete information when publishing an offer of Services online.

The Expert is required to take into account the purpose, the budget allocated and the characteristics of the Brief, prior to any Service, thanks to the Tools made available by EP .

In general, the Expert guarantees that it is authorized to provide the proposed Services in compliance with the laws and regulations in force. The Expert shall respond to the

Knowledge Seekers, EP , third parties and the competent authorities from any breach of the regulations applicable to the Services provided according to their nature.

The Expert agrees not to use the performance of a Service to promote the services offered on a competing platform. The Expert also agrees not to promote its personal website as part of the Services rendered.

2.1.2. Expert acting in their quality of professional

EP recalls that the Experts delivering Services on the Platform in their quality of merchant are subject to certain specific obligations, such as the registration in the Trade and Companies Register ("RCS"), the keeping of accounts in accordance with the rules applicable, the payment of VAT and other applicable taxes.

If the Expert acts as a professional, it is his responsibility to comply with all applicable consumer law rules and in particular the provisions of articles L. 111-1 and L. 121-18 et seq. following the French Code of consumption and the provisions of Articles 1369-1 et seq. of the Civil Code applicable to contracts concluded in electronic form.

In particular in application of Article L. 121-18 of the Consumer Code, the Professional Expert is also obliged to make available to the Knowledge Seeker or EP by means of easy, direct and permanent access the following information :

- in the case of a natural person, his name and surname (s) and, in the case of a legal person, his trade name;
- the address where the Professional Expert is established ;
- if the Professional Expert is subject to the formalities of registration in the RCS or the job directory, the registration number, its social capital and the address of its registered office ;
- if the Professional Expert is subject to VAT and identified by an individual number pursuant to Article 286 ter of the General Tax Code, its individual identification number ;
- if its activity is subject to authorization regime, the name and address of the authority which issued it ;
- if the Professional Expert is a member of a regulated occupation, its qualifications, the reference to the applicable professional rules, its professional title, the Member State in which the latter was granted and the name of the order or the professional organization with which he is registered,
- the terms of payment and execution,
- the absence of a right of withdrawal for the benefit of the Knowledge Seeker in accordance with the provisions of Article 121-21-8, 1° of the Consumer Code, specifically specifying to the latter the terms of the above-mentioned text namely :
*"The right of withdrawal can not be exercised for contracts:
1° Services provision fully performed before the end of the withdrawal period and whose execution began after express prior consent of the consumer and expressly waived his right of withdrawal ;... »*
- the validity period of the offer and the price thereof,
- the cost of using the remote communication technique used when it is not calculated by reference to the base rate.

The Expert acting as a professional undertakes to fill in the dedicated sections when registering. In the event of a change of status after the Registration, the Expert undertakes to modify or complete without delay the information provided during the Registration.

2.1.3. Applicable Rules for Profiles

All editorial, graphic, photographic, audio or video content describing the service offer hosted on the Platform or accessible from it as the promotional media of the Partners (the "Profiles") must respect the commitments formulated in 1.4 present. EP recalls that it does not exercise any editorial control over the Profiles but that it can however proceed to the withdrawal of any illicit profile or contrary to the provisions of the Pact of which it would be aware, in accordance with the provisions of moderation.

Where necessary, the Expert grants to EP a non-exclusive and free license to use the Profiles to allow their reproduction and representation on the website Platform, on the sites of Partners, on the search engines as well as on the affiliation platforms. The Expert guarantees EP against any claim of infringement under the conditions defined in the Moderation provisions.

2.1.4. Sanctions applicable to the Experts

In the event of the Expert's breach of any of its obligations, EP reserves the right to suspend its access to the Platform for a maximum period of three (3) months. The Expert will be informed of this action by mail/e-mail.

This will be the case if the Expert behaves in a manner that is disloyal to EP and may constitute an act of unfair competition within the meaning of the case law pursuant to Article 1382 of the Civil Code.

The Expert's Personal Account will be reactivated within a reasonable time as soon as the Expert has provided EP with proof that it has terminated the breach.

In the event of a repetition by the Expert, EP reserves the right to cancel, as of right, and without notice, its Personal Account.

2.1.5. Agreement in relation to proof

The Expert expressly and irrefutably acknowledges that records related to the remote communications used (especially telephone and computer) by EP will have full probative value both between the Expert and its Knowledge Seekers in the context of the Services and between the Expert and EP. EP may make such registrations subject to having previously notified the Users concerned.

The Experts expressly authorizes EP to record the exchanges made by the remote communication means used (including telephone conversations, e-mail exchanges, video-conferencing and chat sessions, documents exchanged) and expressly accepts that the proof of his oral and written statements results from the recording of these exchanges by EP.

2.2. Rates and terms of payment

These provisions are intended to inform the Experts of the pricing conditions and the terms of relevant regulations to the Services provided by any Expert on the Platform.

In the event of any inconsistency between any of the Terms of the Tariffs and Payment and the Terms and Conditions, the terms hereof shall prevail.

2.2.1. Information on Pricing Conditions

Prior to the conclusion of a Service, the Knowledge Seeker must inform the Expert of the budget that it will be allocated to him if there is a Service.

The Pricing Conditions applicable to the Service are set freely by the Knowledge Seeker.

The legal and medical professions are required to respect the specific rules concerning their occupation.

Subsequently after the performance of the Service and from the information made available by EP , the Expert undertakes to deliver by e-mail to any Knowledge Seeker who requests it a summary of the Service specifying :

- the date of the Service
- the name/Username of the Expert, its location
- the username of the Knowledge Seeker,
- the detailed statement,
- the amount paid inclusive of all taxes (the "Price").

The Expert shall also indicate the name and contact details of the Knowledge Seeker at the request of the latter.

This summary must also include the following statements each time the Expert acts as a merchant :

- the full name and address and, if applicable, the share capital, the SIREN number and the number of the entry in the Trade and Companies Register or the trades register of the Expert if it is subject to it,
- the VAT individual identification number.

2.2.2. Pricing

The Rates applicable to the Service are fixed freely by the Knowledge Seeker in compliance with the following thresholds:

- 0 (zero) euro, Service offered, free of charge, minimum amount.
- Two hundred and fifty (250) euros is the maximum amount per Service per Knowledge Seeker.

The Rates of the Service is determined at the creation of the brief, based on the information provided by the Knowledge Seeker. The Knowledge Seeker determines the budget that he wishes to allocate to each Service. By choosing to provide a Service, the Expert tacitly agrees to the rate proposed by the Knowledge Seeker in his brief, provided that his offer is accepted.

2.2.3. Commission due to EP

In return for referencing on the platform, the Expert is liable to a commission to EP (the "Commission") whose amount is determined beforehand.

The Commission corresponds to the remuneration of EP for:

- the provision of its technical interface,
- of his role as an online broker,
- delivery of the information in relation to the service provided.

Accordingly, the Commission is due as soon as the Expert wishes to be paid back his revenue generated on the Platform, or the balance of his Online Wallet, to the bank account of his choice.

At each transfer operation at its request, each Expert is liable to EP for a commission equal to a percentage of the amount to be repaid including tax, plus a flat fee. The single percentage

applicable to the amount of each withdrawal to the Expert, is 10 (ten) % excluding taxes. The fixed fee applicable to each payment is € 0.60 (sixty cents) excluding taxes.

ORW reserves the right to change the amount of the commission or the method of commissioning at any time, of which the Expert is liable without obligation of being informed before the implementation of this new commission.

2.2.4. Payment of the Commission

The commission payable by the Expert to EP in the even of a withdrawal, is deducted as long as the Expert wishes to withdraw the rate of the service concerned, or all of his revenue generated on the Platform upon request. The commission is then automatically calculated on the basis of the sums present on the escrow account, owned by Expert.

In the event of delay or non-payment of the Commission, due in particular to the absence of sums available on the escrow account following the cancellation of a fraudulent payment, EP will proceed to the suspension of the Expert's Registration. In the absence of regularization within a period of seven (7) days, EP may cancel the Supplier's Registration, with immediate effect and without notice.

Any delay or non-payment of the Commission will result in the increase of the sums due of late interest corresponding to one and a half times (1.5) the legal interest rate without prejudice to any claim for damages and other action necessary to the safeguarding of interests due to EP . In addition, the collection costs will be borne by the Expert.

2.2.5. The status of the services

The Expert is informed by viewing his Personal Account of the receipt of confirmation of The rate of the Service paid by the Knowledge Seeker on this account. The overview specifies:

- paid transactions;
- transactions in recovery;
- disputed transactions;
- cancelled transactions

The Expert will have the possibility at any time to consult on his Personal Account the status of the Services performed, as well as an overview of each month for the previous month.

The payment to the Expert of the Service Rate, paid by the Knowledge Seeker, less the amount of the Commission, will be sent to him by Solutiam.com at the request of the Expert, from his Personal Account.

2.2.6. Recording of the Service Rate

The payment of the Price of the Service is carried out on an escrow account opened by EP with the company Lemonway, an establishment authorized to proceed to the collection for the third party's account.

By using this service, the Expert gives EP and Lemonway its authorization to collect from the escrow account the amount due by the Knowledge Seeker for a Service.

Users agree that the sums paid into the escrow account correspond exclusively to the payment of the Services performed on the Platform.

The Expert waives any claim for interest that may result from the deposit of the sums paid by the Knowledge Seeker into this account, these interests being the property of EP according to article 1957 of the Civil Code.

If it appears that the amount has not been credited on the escrow account as soon as the Service has been completed, the Expert will be free to personally act against the debtor; Knowledge Seeker for the recovery and disputed transactions.

Once the Rate of the Service is recorded on the escrow account, EP is solely entitled to order the bank to make payment to the Expert, less the commission due to EP for the use of the Tools, at least 7 (seven) days after completion of the Service.

2.2.7. Disputes and fraud

In accordance with Article L. 132-2 of the Monetary and Financial Code, the payment order by Credit Card of the Rate of the Service made via the secure payment service Lemonway is irrevocable except in the case of a fraudulent use of the Bank card.

The Knowledge Seeker can not therefore oppose this payment when he is dissatisfied with the Service or when it does not correspond to the specifications of the Service Offer.

In case of dispute, Users must first to settle between them. Otherwise, and although its role is limited to that of an online broker, EP will do its utmost to ensure that the dispute is resolved amicably between Users once the payment is made to the escrow account.

Users are then invited to contact EP (Service Support) to inform them of the existence of a dispute, in accordance with the Dispute Resolution terms.

On the other hand, whenever the payment by Credit Card has been made fraudulently, the cardholder will have the opportunity to claim the refund of the sum in dispute.

In case of an event giving where a refund is due by EP of the amount of the Service, the Expert shall be liable to EP for the corresponding amount insofar as he alone assumes the risks related to the Service, given that the role of EP is limited to that of an online broker.

The rate of the service will be increased by the costs incurred by EP following the return of the disputed sum to the Knowledge Seeker's bank. Fees will be charged on a specific invoice indicating the month in which the dispute will take place.

EP will send to the Expert the documents supporting the refund upon request.

EP will deduct the disputed sum of the future payments due to the Expert, in accordance with the rules of legal compensation provided for in articles 1289 to 1299 of the Civil Code.

2.2.8. Violation by the User of repressive legislation on money laundering

The User agrees not to use the Platform for fraudulent purposes and in particular to not engage in money-laundering activities as defined in Article 324-1 paragraph 1 of the Criminal Code.

The User is informed that EP will communicate as soon as it deems it necessary and at its discretion all necessary information, including personal information, to the competent authorities responsible for the repression of this offense.

For security measures, EP may suspend or cancel by operation of law, definitively and without notice the registration of a User in the presence of an accumulation of indications suggesting the occurrence of such an offense.

3. Categorical Conditions Applicable to Knowledge Seekers

3.1 Categorical terms and conditions

The Knowledge Seeker consents to interact on the Platform in good faith and for the sole purpose of benefiting from the Services offered by the Experts.

Upon registration, it is up to the Knowledge Seeker to determine the information that will be visible to any User, specifying that for Services that he has performed in a professional capacity, he can recover the VAT paid only if his name(s) and first name(s) or company name, VAT identification number appear on the summary of the Service which will be delivered by the Expert by application of the applicable VAT regulations.

Any disagreement to the quality or the conformity of the Services shall be handled in accordance with the dispute resolution terms within a period of six (6) months from the performance of the Service.

The Knowledge Seeker shall not attempt to persuade a Expert with whom he is in contact to procure Services of an unlawful nature contrary to the Pact of Confidence. The Expert further forbids the Knowledge Seeker to ask for the Services outside the Platform.

The Knowledge Seeker must strictly respect the conditions of use of the Tools.

The User undertakes to respect the legal and regulatory terms as well as all the conditions of the aforementioned Pact of Confidence.

3.2. Rates and terms of payment

3.2.1. Payment by the Knowledge Seeker - Payment Requirement

The payment is due by the Knowledge Seeker when an Offer formulated by the Expert corresponds to the specifications expressed in the Brief by the Knowledge Seeker.

3.2.2. Terms of payment of the Service

EP provides to Users a means of payment: the online wallet.
Online Wallet credit is made by credit card.

3.2.3. Commission due to EP

In return for the use of the Tools for the provision of the Service, the Knowledge Seeker owes a commission to EP (the "Commission").

The Commission corresponds to the remuneration of EP for:

- the provision of its technical interface,
- of his role as an online broker,
- delivery of the information in relation to the service provided.

Therefore, the Commission is due to each credit of Online Wallet, by credit card.

Each Knowledge Seeker is liable of a commission to the benefit of EP, equal to a percentage of the amount of the Online Wallet credit (calculated at the creation of the Brief,

from the budget allocated per response and the number of response(s) desired), plus a flat fee. The single percentage applicable to the credit of the online wallet is 10 (ten) % excluding taxes. The fixed fee applicable to each online wallet credit is € 0.60 (sixty cents) excluding taxes.

ORW reserves the right to change the amount of the commission or the method of commissioning at any time, of which the Knowledge Seeker is liable without obligation of being informed before the implementation of this new commission.

3.2.4. Commission Payment

The Commission due by the Knowledge Seeker to EP in accordance of an Online Wallet Credit on the Platform is automatically calculated upon the Payment of the Service to the Expert. The amount of the commission is added to the amount of the wallet's credit.

3.2.5. The status of the services

The Knowledge Seeker is informed by viewing his Personal Account of the confirmation of the Payment of the rate of the Service to be paid to the Expert. The overview specifies:

- payment transactions (to debit from the online wallet);
- reverse transactions (to debit from the online wallet);
- earnings (to credit to the online wallet)
- credit card credits (to credit to the online wallet)
- commission charges
- disputed transactions;
- cancelled transactions

The Knowledge Seeker will have the possibility at any time to consult on his Personal Account the status of the Services performed, as well as an overview of each month for the previous month.

3.2.6. Consignation du Prix de la Prestation

The payment of the Price of the Service is carried out on an escrow account opened by EP with Lemonway, a company authorized to proceed to the collection for the third party's account. By using this service, the Knowledge Seeker authorizes EP to receive from the escrow account the amount due to the Supplier for a chosen Service.

Users agree that the sums paid into the escrow account correspond exclusively to the payment of the Services performed on the Platform.

The Expert waives any claim for interest that may result from the deposit of the sums paid by the Knowledge Seeker into this account. These interests being the property of EP according to article 1957 of the Civil Code.

Once the price of the service is recorded on the escrow account, EP is alone entitled to order the bank to make its payment and/or repayment to the Expert, less the commission due to EP for the use of Tools.

3.2.7. Disputes and fraud

In accordance with Article L. 132-2 of the Monetary and Financial Code, the payment order by Credit Card of the Rate of the Service made via the secure payment service Lemonway is irrevocable except in the case of a fraudulent use of the Bank card.

The Knowledge Seeker can not therefore oppose this payment when he is dissatisfied with the Service or when it does not correspond to the specifications of the Service Offer.

In case of dispute, Users must first to settle between them.

Otherwise, and although its role is limited to that of an online broker, EP will do its utmost to ensure that the dispute is resolved amicably between Users once the payment is made to the escrow account.

Users are then invited to contact EP (Service Support) to inform them of the existence of a dispute, in accordance with the Dispute Resolution terms.

On the other hand, whenever the payment by Credit Card has been made fraudulently, the cardholder will have the opportunity to claim the refund of the sum in dispute.

3.2.8. Violation by the User of repressive legislation on money laundering

The User agrees not to use the Platform for fraudulent purposes and in particular to not engage in à money-laundering activities as defined in Article 324-1 paragraph 1 of the Criminal Code.

The User is informed that EP will communicate as soon as it deems it necessary and at its discretion all necessary information, including personal information, to the competent authorities responsible for the repression of this offense.

For security measures, EP may suspend or cancel by operation of law, definitively and without notice the registration of a User in the presence of an accumulation of indications suggesting the occurrence of such an offense.

FRAMEWORK CONTRACT FOR PAYMENT SERVICES - LEMONWAY

Terms and Conditions

Version 1.0 of 20/10/2014 «Marketplace»

Agreed between

The Client on one hand and

Lemon Way, SAS with capital of 860.232,53 €, SIREN number 500 486 915, residing at 14 rue de la Beaune, 93100 Montreuil, France (hereinafter called "Lemon Way"), approved on 24/12/2012 by the French Prudential and Regulation Control Authority ("ACPR", France, website <http://acpr.banque-france.fr/>) 61 rue Taitbout 75009 Paris, as Hybrid Payment Institution, under number 16 568 J, **on the other hand.**

WARNING

These "Terms of Use of Payment Services" or "TOS" are available at any time on the Website (<https://www.LemonWay.fr>). They regulate the terms and conditions of the opening of a Payment Account by LEMON WAY on behalf of the Customer and provide for payment services. The Client is requested to read them carefully before accepting them.

The Client may consult them at any time, reproduce them, store them on his computer or in another medium, transfer them by e-mail or print them on paper so as to keep them. He may also obtain a copy by post at his address, free of charge, upon express request from LEMON WAY.

At any time, according to the law, it is possible to verify the approval of LEMON WAY on the website regafi.fr, as a payment institution. The website of the payment institution LEMON WAY is as follows: www.lemonway.fr

1- SUBJECT

The Framework Contract for Payment Services is composed of these TOS, the payment account opening form and the pricing conditions (the "Contract").

These documents form an inseparable whole and govern the terms and conditions of use by the Payment Service Customers provided by the company Lemon Way ("LEMON WAY").

2- DEFINITIONS

The terms used in these TOS will, when used with the first letter in capital letters and regardless of whether they are used in the singular or the plural, have the meaning defined below:

- Customer Area: Refers to the personal virtual space of each Client on the Website. The Customer Area is accessible by entering the mobile phone number or a valid e-mail provided by the Client when subscribing to the Payment Service coupled with the entry of a secret code that is known by the Client only.
- Beneficiary: a natural or legal person designated by the Client to receive a Payment Transaction executed by LEMON WAY in accordance with the Contract. The Beneficiary may be another Client, a third party or the Paying Client.
- Client: natural or legal person who holds the Payment Account.
- Payment account: account opened in the books of LEMON WAY for the purpose of processing the debit and the credit of Payment transactions, the fees owed by the Client and any chargeback in connection with its Transactions and to offset these amounts on the date of their debit and credit entry in the Account for the purpose of showing a net balance constituting the Amount available in the Account. This balance must never be negative technically according to current regulations
- Payment transactions: the act of placing, transferring or withdrawing funds by transferring from its Payment Account, regardless of any underlying obligation between the Client and the Beneficiary, ordered by the Client.
- Payment Order: Customer's consent given in accordance with the custom arrangements and procedures agreed between the Customer and LEMON WAY to authorize a Payment Transaction

- Provision: Amount credited to the Available Payment Account that may be used for the execution of Future Payment Transactions following the receipt of a Payment Order from the Client holding the Account.
- Payment services: services offered by LEMON WAY in agreement with the Contract and including the execution of transfer and the acquisition of payment orders by card and by transfer.
- Website: Refers to the website [Http://www.lemonway.fr](http://www.lemonway.fr) from which LEMON WAY offers the Payment Services.
- Partner Website: Refers to the partner's website whose contact details are indicated on the Account registration form, authorized for this purpose, acting as Beneficiary, Business Expert or Intermediary between the Client and the Payment Operation Beneficiary.
- Third Party User: a person designated by the Customer in the registration form of the Payment Account who is able to access read-only information in his Customer Area.

3- OPENING A PAYMENT ACCOUNT

The Customer must satisfy the payment account opening procedure described below.

3.1 - Customer's prior declarations

The Client, a capable natural or legal person, expressly declares that he has the capacity and/or the necessary authorizations to use the payment service provided by LEMON WAY and guarantees LEMON WAY against any liability that may result from a false declaration.

The Client declares to act on his own behalf. The Client has the obligation to use the services provided by LEMON WAY in good faith, for lawful purposes only, and in accordance with the terms of the Contract.

The Client, natural person declares to be resident in France or in the European Economic Area, or EFTA; the Client, legal person declares to be registered in France or in the European Economic Area, or EFTA. For any other country of residence or registration, LEMON WAY keeps the possibility of not studying the application to open a Payment account to comply with the geographical scope of its approval.

The list of countries in which the LEMON WAY Payment Institution accreditation is *passported* is available anytime on the website <https://www.regafi.fr>

3.2 - Terms of signing the Contract

The payment account opening form must be signed by the Customer after having read the terms of the Contract. For this purpose, he may either affix his handwritten signature on a printed version sent by post to the registered office of LEMON WAY appearing on the first page of the TOS, or use the electronic signature module made available to the Customer on the Partner Site. The latter acknowledges having carefully read, understood and accepted the Framework Contract in its entirety.

3.3 - Documents to be submitted for identification

The Client must send to LEMON WAY by email (email to justificatif@lemonway.fr), by computer transmission and upload on the Lemon Way computer systems accessible in the Customer Area, by mail to the address from its head office indicated on the first page the following:

For an individual:

- A copy of a proof of identity that is legible and acceptable to LEMON WAY at its valid discretion such as an identity card or passport,
- From a certain threshold, the copy of a second proof of identity will be requested by LEMON WAY,
- A copy of a utility bill (water, gas, electricity, fixed telephone operator or ADSL or cable TV, or proof of tax payment received for less than 3 months, or receipt of rent with mention of the full details of the lessor)
- Prior to any external transfer of Lemon Way to the bank of the Client holding the Payment Account, a copy of the 1st page of the bank account statement attesting the domiciliation, or an IBAN where each document must date less than three (3) months.

For a Professional:

- A copy of the company's charter validated by the administration (including the distribution of powers), except for listed companies
- A K-BIS extract no older than 3 months (France) or an extract from the trade register translated in English or French
- A copy of a proof of identity of the legal representative of the company and a second proof of identity at the request of LEMON WAY
- A copy of an IBAN on behalf of the Client;
- These same documents will be requested by the beneficial owner of any legal entity Client.
- For associations, a copy of the official registration number, as well as a proof of identity and address of the President of the association or of the Treasurer, as well as an IBAN in the name of the association

LEMON WAY reserves the right to request any other document or additional information, to be able to carry out verifications useful in regard to its legal obligations including in the fight against money laundering.

The Client may authorize in writing or in a durable medium, a third party to transmit these documents on his behalf to LEMON WAY. He will inform in the Account registration form the name of the trading company designated for this purpose.

The Client is informed that LEMON WAY will keep on electronic archiving, for five(5) years after ending contract with Clients, a copy of the relevant document(s) used for their identification.

3.4 - Acceptance of Payment Account Registration

LEMON WAY may refuse to open a Payment Account for any reason without having to justify its decision. It is not liable to any damage interest.

LEMON WAY confirms or refuses the opening of a Client's Payment Account by sending an Email. The Client may as from this acceptance, log in on the Partner Website to find that his Payment Account is open.

3.5 - Designation of a Third Party User

The Client may designate a third party to have access to the Customer Area in read-only. It is specified in certain cases that, the opening of the Payment Account may be subject to the designation of a partner operating the Partner Site as a Third party by the Client, for the proper use of the service offered by the Partner.

By this designation, the Customer expressly waives professional secrecy for the benefit of the designated partner. It limits access to its Customer Area for the sole purpose of consultation in the context of the fulfilment of the services offered through the Partner Site to the exclusion of any other use. This information can not be communicated to any third party except the subcontractors of the partner involved in providing the services offered by the Partner Site.

LEMON WAY will provide the Third Party User with a login and a Personal Access Code. In any case, the Client is not authorized to transmit to the partner or to another third party his username and password.

4- CREDIT THE PAYMENT ACCOUNT

4.1 - By card

A Client may proceed with topping up his Payment Account by debiting the account linked to his credit or debit card or payment issued by another institution.

The Payment Order is deemed irrevocable according to the Framework Services Contract concluded between the card issuer and the Client bearer, upon the entry of the card's data or in the event of registration of the card, upon the input of the card's cryptogram. LEMON WAY will make available to the Client an authentication mechanism by the issuer involving the entry of a single-use code sent by the issuer on the Client's mobile phone. This code must be entered when registering the card and for any future Payment Order.

The Client can save and modify the credit card(s) to top up their Payment Account, by clicking on "Remember my credit or debit card number for the next use" any time in his Customer Area. The Client will have to confirm each Payment Order by entering the cryptogram of the Card.

LEMON WAY may refuse the registration of the credit or debit card or erase saved credentials any time for security reasons. In this case, the Client will have to enter the numbers of his credit or debit card for each top-up of his Account.

LEMON WAY sets limits that may be more constraining than the limit of the issuer of the credit or debit card, in the interest of the protection of the Client. Single, 24-hour and annual limits, as well as all forms of restrictions, are applied by the platform to fight against fraud.

The Client is informed that any operation likely to exceed the applicable limits will be automatically rejected by the LEMON WAY System.

Any transaction by credit or debit card, which would be the subject of an unpaid, a rejection or an opposition will see the amount automatically deducted by Lemon Way from charging the payment account. If the amount charged is insufficient, LEMON WAY is entitled to use all remedies against the Client to recover the amount due. In addition, LEMON WAY will be entitled to refuse any future remittances made using the card that gave rise to the incident.

LEMON WAY may charge up to 15% of the amount concerned, without ever exceeding 20 euros, in accordance with article L. 133-19 of the Monetary and Financial Code.

4.2 - By transfer from another payment account

A Payment Account can also be funded by transfer from a Client's Payment Account *payer* to a *beneficiary* Payment Account.

The Payment Order shall be received in accordance with section 5.1 on behalf of the Beneficiary.

4.3 - Reception delay of funds on the Account

LEMON WAY will register the funds resulting from the acquisition of a payment order by credit card or bank transfer as soon as possible and at the latest at the end of the business day on which they were received by LEMON WAY in accordance with section 4.1. and in real time for transfers made in accordance with section 4.2.

5- WITHDRAW A PAYMENT ACCOUNT BY BANK TRANSFER

5.1 - Initiate a Payment Order

LEMON WAY provides a payment service allowing Clients with a Payment Account to instruct LEMON WAY to execute a transfer provided that the Account amount is greater than the total amount of the transfer (including costs). In case of insufficient funds, the payment order will be automatically refused. The payment order must include the following information:

- amount in euros;
- the Beneficiary identified by his Payment Account number;
- the date of the transfer is delayed at the request of the client, given when entering the transfer of funds, executed when the condition is fulfilled, i.e the gauge is reached. The date is the end of the subscription period provided that the gauge is reached.

The Client must authenticate himself by entering his Payment Account Identifiers on his secure Customer Area available on the Website. He must dial a one-time code to confirm his order.

If the Funds of the Payment Account is insufficient, the Client may then proceed to an additional top up in order to obtain sufficient Funds for the payment. The authorization of the Payment Order is subject to the receipt of additional funds assuring a sufficient amount in the Payment Account to execute the Payment Transaction.

LEMON WAY reminds the Client that when the currency of the Payment Account differs from that of the bank account to which the transfer of funds will be made, exchange or service fees may be charged by the bank from which the client's bank account is open.

LEMON WAY can not be held responsible if the bank details indicated in the Customer Area for transfer requests are incorrect or not updated.

It is the Client's responsibility to check and update his billing information in his Customer Area. Bank penalty fees may be billed to the customer, see "LEMON WAY TARIFF CONDITIONS" tab.

5.2 - Irrevocability of a Payment Order

The Payment Order validly given by a Client is irrevocable as from the entry of a single-use code in accordance with 5.1, the Customer can not therefore request cancellation.

It is specified that in certain cases, the Customer may initiate a group order comprising a transfer of funds by card initiated in accordance with point 4.1 above and an Order of payment by transfer to the Payment Account of a Beneficiary appointed on a date given. The Payment Order will be deemed irrevocable from the date of the card data entry as described in 4.1.

LEMON WAY does not make recurring transfers.

5.3 - Amount thresholds and applicable limits

The Client is subject to the following standard limits:

- If the Client is a Private individual, he is informed that he may be subject to a threshold of 2500 euros per calendar year and 250 euros per expenditure. To use his Payment Account beyond these amounts, LEMON WAY will ask the Customer for additional identification documents. LEMON WAY will make available the new thresholds applicable on the Customer Area of each of them and in particular the maximum amount of accumulated monthly transfers made from its Payment Account.
- If the Client is a legal person. LEMON WAY will systematically request all required identification documents prior to the opening of the Payment Account. LEMON WAY will make available the new thresholds applicable on the Customer Area of the latter and in particular the maximum amount of accumulated monthly transfers made from its Payment Account.

Any Payment Transaction that is likely to exceed the thresholds applicable to the amount of the accumulated monthly payments will automatically be rejected by the LEMON WAY System.

Other thresholds or limits of order can be activated at any time by LEMON WAY in case of risk of fraud.

LEMON WAY reserves the right to override a Payment Transaction, if the payment transfer by credit or debit card used to credit the Payment Account in order to complete the transaction is rejected or canceled by the card issuer.

5.4 - Turnaround times

The maximum execution times for payment services, in accordance with the decree of July 29, 2009, applying Article L.314-2 of the Monetary and Financial Code, are as follows:

- a Payment Transaction initiated on a working day will be executed by LEMON WAY at the latest on the following business day if it is made in euros for the benefit of a credit institution located in a State of the European Union;
- a Payment Transaction initiated on a business day will be executed at the latest by LEMON WAY at the latest at the end of that business day if it is made in euros for the benefit of another Payment Account.

6- REPORTING

6.1 - By operation

When a Payment Transaction is made, the LEMON WAY System automatically sends a confirmation email of the Transaction to the Client who initiated the Payment Order. This email contains all the information relating to the Payment Transaction that has been communicated to the LEMON WAY System, such as: the identity of the Beneficiary, the description of the Payment Transaction, its amount, the date and time of the Payment Transaction and any special conditions of payment. The information contained in the confirmation email will also be available in the Customer Area.

6.2 Statements

All Payment Transactions will be included in a Statement established in real time for each Payment Account. The Client may consult his Statement on his secure Customer Area.

The Client will have access to the Statement of Payment Accounts showing all Payment Transactions recorded in the debit and credit of this account.

LEMON WAY will make available on his Personal Space an annual statement of fees during the month of January of each year. A notification will be sent to inform him when this document will be posted online.

The consultation period is maintained for two (2) years plus the current year. However, it is recommended that the Customer print his Statements regularly. However, previous transactions can still be viewed after requests to the Customer

service. LEMON WAY will keep the records and documents of the Payment Transactions on electronic archiving during the applicable regulatory deadlines.

7- DURATION OF THE CONTRACT AND EFFECTIVE DATE

The Contract takes effect at the time of the signing of the Framework Contract by the Client for an indefinite period.

The Client has a period of fourteen (14) calendar days to waive the contract free of charge. This period runs from the day the Contract is concluded, that is to say the day the Client has accepted these Terms & Conditions. During this period of waiver, the effect of the contract may begin only at the express request of the Client. The Client expressly acknowledges and agrees that any payment instruction sent to LEMON WAY before the expiry of the cancellation period constitutes an express request by the Customer to void the Contract. The Client will not be entitled to cancel a payment instruction that he has given and confirmed during the cancellation period.

This right of renunciation may be exercised by the Client without penalty and without giving any reason.

The Client is required to notify its decision to waive LEMON WAY by registered letter with proof of receipt at the headquarters of LEMON WAY included in the definition of LEMON WAY (in the introduction of these Terms and Conditions) before the end of the fourteen days delay period. If the Client does not exercise his right of cancellation, the contract will be maintained in accordance with the provisions of these Terms and Conditions. He will have to terminate the Contract to comply with the conditions of termination of Article 19.

8- CLAIMS

Claims relating to relations between two Clients or between a Client and a third party are not receivable from LEMON WAY Only those relating to the absence or the poor execution of a Payment Order given by the Client to LEMON WAY are covered by this article and the Contract.

Complaints (disputes, rights of opposition, access and rectification, etc.) may be exercised free of charge upon request sent to LEMON WAY by email at the following email address: reclamation@lemonway.fr or by mail at the following address:

Société LEMON WAY
Service Réclamation
14, rue de la Beaune
93100 Montreuil

Any dispute or request relating to:

- a malfunction of any of the features of the Payment Service provided by LEMON WAY or the Website Internet,
- information provided by the Lemon Way system or part of the Payment Service of LEMON WAY,
- an error in the execution of a payment or in its non-performance,
- to an error in the commission levy, tax or bank charges by LEMON WAY,

must be notified to LEMON WAY by the Client as soon as possible from the day on which the Client became aware of it or is presumed to have known about it (particularly in view of his habits of consulting his Customer Area and the date and time of his last access to his Main Account) or in any other longer period provided for by specific conditions or by law.

In accordance with ACPR recommendation 2011-R-05 of December 15, 2011, a proof receipt will be sent within ten days maximum. Claims will be processed within two months at most of receipt.

A declaration of claim form is also available on our website : <http://www.lemonway.fr/reclamation>

In the absence of an amicable agreement, the Client acting for non-professional needs may apply, by letter, to an independent mediator, who can be seized free of charge in case of dispute arising from the application of these, the Mediator of AFEFAME, 36 rue de Taitbout 75009 Paris, and this without prejudice to the other ways of legal action.

9- FEES

In exchange for the provision of payment services to the Client, LEMON WAY will receive a compensation, which the amount and conditions, are indicated on the Partner Website in the "LEMON WAY TARIFF CONDITIONS" tab

10- SECURITY

10.1 - Username and password

When activating his Customer Area, the Client chooses a password to his Customer Area. This password will be requested for any future connection. The Customer is therefore solely responsible for the use and preservation of his User ID and password. The Customer is solely responsible for the preservation of his computer equipment and undertakes to keep his Payment Account Identifiers secret (and in particular for this purpose, to immediately delete the email sent by LEMON WAY containing his temporary password). It is the responsibility of the Customer to ensure, that the settings of his email filtering system (anti-spam or other) or that the state of his email inbox (possible storage limit) allow him receive emails sent automatically by the Lemon Way System.

The Customer undertakes not to communicate his ID to a third party.

10.2 - Obligation to notify

The Client has the obligation to immediately inform LEMON WAY in case of suspicion of access or fraudulent use of his Payment Account or any event likely to lead to such use, such as and in a non-limiting way:

the loss, accidental disclosure or misappropriation of its Payment Account Identifiers, unauthorized access to all or part of its Customer Area or unauthorized transaction.

This notification must be made by sending an email to the following email address: fraude@lemonway.fr and be confirmed by mail to the following address:

Société LEMON WAY
14 rue de la Beaune
93100 Montreuil
France

10.3 - Prevention

LEMON WAY will make best efforts to prevent further use of the Payment Account.

LEMON WAY has put in place a procedure for protection against the risks of "phishing" or identity theft, called

« Anti-phishing key which is a secret information (a date, a sentence, a word or a series of numbers) entered by the Customer at the time of registration and modifiable by him at any time from his Customer Area. The anti-phishing key also allows the Customer to check during a phone call that he is in contact with a customer service representative of the Payment Service.

The Customer having a Payment Account must verify that the correspondence (emails, letters, fax) sent to him on behalf of LEMON WAY or the Payment Service contain his anti-phishing key.

The Customer is informed that any correspondence that does not contain his anti-phishing key is deemed not to have been sent by LEMON WAY or the Lemon Way System. LEMON WAY is not liable for fraudulent acts by third parties that indicate incorrect information regarding the alleged execution of payments or Transfers between LEMON WAY accounts through the Payment Service.

LEMON WAY will never ask a Client to provide his password, by any means whatsoever, by phone, email, SMS, registered mail or any other means.

The Partner also has its own means of secure communication with the Client.

10.4 - Use of cookies

LEMON WAY informs you that as part of the Payment Service, cookies (files sent by the LEMON WAY server and which are registered on the hard disk of the user's computer) are used. These cookies serve above all to improve the functioning of the Payment Service, particularly in terms of speed.

These cookies allow either:

- to keep active the identification made during the opening of the Client session, so that the Customer does not have to re-enter his Payment Account Identifiers for each page viewed on the Website. These temporary cookies expire automatically when the Client closes his session or closes his internet browser.
- to retain the Customer's email address in the Customer's login form on the Website. Because of this cookie, the Customer's email address is displayed each time the Customer Area is opened.

The Customer is informed that he may refuse the cookies of the LEMON WAY System in his browser's settings, but that this may affect his use of the Payment Service.

10.5 - Interruption of the Website

LEMON WAY undertakes to use all reasonable means at its disposal to ensure access to the Website. LEMON WAY, however, does not guarantee continuous, uninterrupted access to the Website. Consequently LEMON WAY can not be held responsible for the delay and/ or the lack of accessibility to the LEMON WAY System or to the Website, making it impossible to execute a Payment Transaction or in the event of partial or erroneous execution, any of which happen from factors beyond the reasonable control of LEMON WAY.

The Client is informed that LEMON WAY may interrupt, occasionally access to the Website or all or part of its services:

- to allow repairs, maintenance, functionality add ons,
- in case of suspicion of attempted hacking, misappropriation of funds or any other risk of harm,
- on requests or instructions from authorized persons or competent authorities.
- Execution of transactions on the Payment Account,
- Closing the Payment Account.

As far as possible, and unless prohibited by law or regulation, LEMON WAY will inform the Client within a reasonable time. LEMON WAY can in no way be held responsible for damages resulting from these suspensions.

As soon as the service is resumed, LEMON WAY will make reasonable efforts to process the transactions on hold as soon as possible.

10.6 - Objection of security measures

The Client may object by contacting Lemon Way by Email on support@lemonway.fr or by phone at the number: +33 1 48 18 19 30

A registration number of this opposition is communicated to the Client and is kept for 18 months. At the written request of the Client and before the expiry of this period, LEMON WAY will send him a copy of this opposition.

LEMON WAY can not be held responsible for the consequences of an objection that does not emanate from the Client. The request of an objection shall be deemed made on the date of actual receipt of the application by LEMON WAY or any person authorized by him for this purpose. In case of theft or fraudulent use, LEMON WAY is entitled to request a receipt or copy of the complaint from the Client who undertakes to respond to it as soon as possible.

LEMON WAY will block access to the Payment Account and render the Client's Payment Account Identifiers inoperable. New identifiers will be sent to the Customer, in the same way that they were sent the first time when opening his Payment Account.

11- RESPONSIBILITIES

In accordance with Article L. 133-22 of the Monetary and Financial Code, LEMON WAY is responsible, subject to Articles L. 133-5 and L. 133-21 of the Monetary and Financial Code, for the proper execution of the payment transaction to the Paying Client until the funds are received by the beneficiary's payment service Expert of the payment transaction. When LEMON WAY is in charge of a Payment Transaction that has been improperly executed by his fault, LEMON WAY shall promptly return the amount to the payer and reinstate the debited account in the previous state as if the wrongly executed Payment Transaction had not taken place.

A Client acting for non-professional needs who wishes to dispute a Payment transaction not authorized by him must contact the Customer Service in accordance with Article 8 as soon as he became aware of the anomaly and no later than 13 months following the registration in the Payment Transaction's Account. In case of use of the security measure, unauthorized transactions carried

out before notification of the objection are the responsibility of the Client acting for non-professional needs, up to a limit of 150 euros. However, LEMON WAY is not responsible in case of fault of the Client such as a willful misconduct or constituting of a serious negligence to its obligations, a late transmission of the objection or of bad faith. In case of misuse of its data or counterfeiting, the losses resulting from the operations carried out before the objection by the Customer acting for non professional needs are borne by LEMON WAY, except in case of fault as defined above. Payment transactions carried out after the objection of the Client acting for non-professional needs are supported by LEMON WAY except in case of fraud.

LEMON WAY is not entitled to cancel an irrevocable Payment Order at the Client's request.

In no event shall LEMON WAY be liable for direct and/or indirect damages, such as commercial prejudice, loss of clientele, any commercial disturbance, loss of profit, loss of brand image suffered by a Client, or by a third party, and which could result from the services of LEMON WAY or the implementation of the Exploited Platform, or of its unavailability. Any action directed against a Client by a third party is considered indirect prejudice, and therefore does not give right to compensation.

Unless otherwise stated in these Terms and Conditions or of mandatory laws and without prejudice to other causes of exclusion or limitation of liability provided herein, LEMON WAY can in no way be held responsible for any damage caused by a case of force majeure or an event beyond its control or any measure or legislation taken by the French or foreign authorities. Are deemed to constitute a case of force majeure or an event beyond his control, including, but not limited to: a power failure, fire or flood, a strike of his staff or one of his subcontractor or suppliers, malfunction of interbank systems or of payment by bank card, war, disturbance, riots or occupation of the territory by foreign forces, negligence of a third party in the sense of jurisprudence and doctrine such as those responsible delivery of electricity or telecommunication services.

12- PROTECTION OF CLIENTS FUNDS

LEMON WAY will keep the available funds credited to the Client's Payment Account at the end of each business day in an investment account opened with BNP Paribas.

13- INACTIVE PAYMENT ACCOUNT

A Payment Account is deemed inactive if:

- (i) the Payment Account has not been the subject of any Payment Transaction for a period of twelve months during which, excluding debit registration by LEMON WAY holding the account of fees and commissions of all kinds and
- (ii) the Account Holder, his legal representative or the person authorized by him has not manifested in any form whatsoever with LEMON WAY, or
- (iii) At the end of a period of 12 months following the death of the Client. The Client and his beneficiaries are hereby informed of the consequences attached thereto.

The assets entered in the inactive Payment Account shall be deposited at the Caisse des Depots et Consignations at the end of a period of ten years from the date of the last Payment Transaction, excluding the recording of debit of fees and commission of all kinds on the account by LEMON WAY. Except in the event of the death of the account owner where the amount in the inactive payment account are deposited with the Caisse des dépôts et consignations after three years from the date of the owner's death.

14- INTELLECTUAL PROPERTY

No intellectual property rights relating to the use of the Payment Service or of the services provided by LEMON WAY through the LEMON WAY System, are transferred to Customers under these Terms and Conditions.

The Customer consent not to infringe on the rights held by LEMON WAY, in particular by prohibiting any reproduction, or adaptation of all or part of the intellectual and material elements of the LEMON WAY System and its accessories, and whatsoever the support, current and future.

All rights relating to the LEMON WAY System software belong to the company LEMON WAY. They are part of its manufacturing secrets and confidential information regardless of whether certain components may or may not be protected in the current state of the law by an intellectual property right.

The LEMON WAY System softwares and, where applicable, their documentation, are recognized by the Client as a work of the mind that it itself and the members of its personnel oblige to consider as such by refraining from copy, reproduce,

translate them into any other language or dialect, adapt them, distribute them for free or for a fee, or add to them any object that does not conform to their specifications.

The brand "Lemon Way" is the property of the company LEMON WAY. The Client undertakes not to delete the mention of the "Lemon Way" brand on any item supplied or made available by LEMON WAY, such as software, documents or advertising banners.

15- CONFIDENTIALITY

The Client undertakes to respect the strictest confidentiality concerning all technical, commercial or any other nature of which become known to the Client in connection with the execution of the Payment Service.

This confidentiality obligation will remain in effect for the duration of the subscription to the Payment Service and for three years following the termination date of the Agreement. This confidentiality obligation does not apply to information that is or becomes publicly available without fault of the Client.

The Parties recognize that Payment Transactions are covered by professional secrecy in accordance to Article L.519-22 of the French Monetary and Financial Code.

16- COLLECTING AND PROCESSING OF PERSONAL DATA

The company LEMON WAY respects all the terms applicable to the protection of privacy and in particular the law of 8 December 1992 on the protection of privacy with regard to the processing of personal data (privacy law), as amended. In accordance with the law, LEMON WAY has made the declaration of the processing of personal data with the CNIL (the French data protection agency).

LEMON WAY collects and stores the personal data that the Client has voluntarily provided. Data that are especially deemed to be personal data relating to the Client (natural person), data relating from his identity, his telephone number, his email address, his home address, his credit or debit card number or bank account number for transfers, to the IP address of the computer.

If you have comments or if you feel that this privacy policy is not respected, you can contact the company LEMON WAY, responsible for the processing of this data to the address mentioned below.

The Client is informed and agrees that LEMON WAY, in its capacity as collection controller, processes personal data for the purposes of:

- compliance with any applicable legal or regulatory terms, in particular with regard to the prevention of money laundering and the financing of terrorism,
- processing/management and archiving of transactions,
- control and prevention of incidents and irregularities (fight against fraud and any other type of abuse),
- customer management,
- processing of Customer's requests,
- performing tests, statistics and surveys,
- training staff assigned to the Payment Service,
- quality control of service,
- and to proposing new services

The Client is informed that his personal data may be stored in one or more files in compliance with the applicable legislation and accepts that the collected data are recorded and processed in accordance with purposes previously stated.

The Client agrees that the personal data strictly necessary for the accomplishment of at least one of the purposes mentioned above or that which is required under the applicable regulations, are communicated by LEMON WAY:

- to subcontractors and outsourced service Experts whose interventions are necessary,
- to the Beneficiaries of a Payment Transaction or to the intermediary between the Client and the Beneficiary of the Payment Transaction to the proper execution of the Payment Transaction.

The Client agrees that the communication of his personal information to the aforementioned persons can be done, in accordance with the conditions previously defined, to another country of the European Union and also to a non-member country of the European Union which guarantees a level of protection the law of 8 December 1992 on the protection of privacy.

The Client has a right of access to his personal data and is informed that he can consult at any time the information he has provided to LEMON WAY in his Customer Area. The Client has the right to amend inaccurate data concerning him, he is informed by LEMON WAY that he can modify certain personal information from his Customer Area.

Client's right of objection may be exercised with LEMON WAY for processes relating to the payment services or other products or services promoted by LEMON WAY.

The rights of opposition, access and rectification can be exercised free of charge upon request sent to LEMON WAY by email at the following email address: reclamation@lemonway.fr or by mail to the following address:

Société LEMON WAY
Service Réclamation
14, rue de la Beaune
93100 Montreuil

17- AGREEMENT IN RELATION TO PROOF

The communications made by email as well as via the Customer Area available on the Website are modes of communication deemed valid to be used as proof by the Client and LEMON WAY.

All information stored in the Lemon Way System's computer databases relating to payment instructions and confirmations received from Clients, withdrawal requests and execution of transactions by LEMON WAY, notifications sent by the Client and/or LEMON WAY, have, until proven otherwise, the same probative force as a written signed paper, both as regards to their content and to the date and time at which they been made and/or received. These unalterable, safe and reliable traces are engraved and preserved in the computer systems of LEMON WAY.

The documents of LEMON WAY reproducing this information, as well as the copies or reproductions of documents produced by LEMON WAY have the same probative value as the original, until proven otherwise.

18- SUSPENDING THE ACCOUNT

The temporary and immediate suspension of a Payment Account may be pronounced by LEMON WAY for any reason at the discretion of LEMON WAY and in particular:

- if the Customer has not complied with the terms and conditions of the Contract,
- if the Customer has provided LEMON WAY with inaccurate, outdated or incomplete identification data
- in the event of risk of fraud, money laundering or terrorist financing or risk that may affect the security of the Payment Account or of the LEMON WAY System;
- case of a substantial increase in risk of the Client's inability to fulfill his payment obligation,
- if LEMON WAY receives a significant number of refunds, cancellation of orders or dispute for unauthorized orders.

This decision is substantiated and notified to the Customer by all possible means. Since the suspension of the Payment Account is intended to protect the Client, it can not give rise to the payment of damages for the benefit of the Client.

The reactivation of the Payment Account will be at the discretion of LEMON WAY.

Depending on the seriousness of the breach of the Terms and Conditions and in particular if the Beneficiary has sold Illegal Products, LEMON WAY reserves the right to terminate the Contract in accordance with the terms of Article 19.

19- TERMINATION OF THE CONTRACT

The Customer may automatically terminate the Contract which will entail the closing of his Payment Account by registered letter with proof of receipt following a month's notice. He must maintain a sufficient Amount to ensure the successful completion of the current Payment Transactions during the time necessary for their settlement and the payment of the fees due by it.

LEMON WAY may terminate with full rights the Agreement which will entail the closing of its Payment Account by registered letter with proof of receipt following two months' notice.

In the event of a serious breach by a Party, the Framework Contract may be terminated with immediate effect by written notice of the other Party. It is understood that by deficiencies of great importance made by the Customer: communication of false information, exercise of illegal activity, contrary to good morals, of money laundering or financing of the terrorism, threats against agents of LEMON WAY or the Partner, failure to pay, breach of an obligation of the Client hereunder, termination of the relationship between the Client and the Partner, over-indebtedness or for legal persons appointment of an ad hoc agent, a judicial administrator, opening of a reorganization or liquidation procedure. It is understood that by serious deficiencies realized by LEMON WAY: communication of false information, disrespect of an obligation under the present ones, appointment of an ad hoc agent, a judicial administrator, opening of a conciliation or liquidation procedure.

In the event of a change in the applicable regulations and the interpretation made by the relevant Regulatory Authority affecting the ability of LEMON WAY or of its agents to perform Payment Transactions, the Agreement will automatically terminate. The Client will no longer be able to send a Payment Order from the effective date of termination. The Account may be maintained for a period of 15 months to cover any disputes and subsequent claims. Payment Transactions initiated prior to the effective date of termination will not be affected by the termination request and must be executed under the terms of the Contract.

Termination of the Contract shall result in the definitive closure of the Payment Account. The closing of a Payment Account may not give rise to any compensation, whatever may be the damage caused by the closing of this Payment Account. The Client whose Account has been closed by LEMON WAY is not authorized, unless expressly agreed by LEMON WAY, to open another Payment Account. Any Payment Account opened in violation of this condition may be immediately terminated by LEMON WAY, without notice.

The conditions on the payment account to be closed will be entitled to a transfer to the benefit of the Client holding this account according to his instructions subject to the operations in progress and any unpaid, bank rejections or oppositions to come. If a successor is appointed by LEMON WAY, it may be proposed to the Client to close its Payment Account and transfer the Funds to a new payment account opened in the books of the institution designated as a successor.

LEMON WAY reserves the right to seek compensation from the court for damages that it may have suffered as a result of the violation of the Contract. The closing of the Payment Account may give rise to costs within the limits of Article L. 314-13 of the Monetary and Financial Code.

20- AMENDMENT OF THE CONTRACT

Any proposed modification of the Contract is communicated in paper form or on another durable medium to the Client at the latest two months before they are to be applied.

In the absence of a written protest by registered letter with proof of receipt sent to LEMON WAY by the Client before the expiration of this two-month period, the latter is deemed to have accepted these modifications. In case of denial of the proposed modification, the Client may terminate the Agreement without charge upon written request, before the proposed effective date of this Agreement. This request does not affect all debits (fees, contributions, payment) for which the Customer remains liable.

21- SPECIFIC CONDITIONS APPLICABLE TO NATURAL PERSON CLIENTS

21.1 - Death

In the event of the death of the Client holding the Main Account, LEMON WAY must be informed as soon as possible by the rights holders or their representative. If this notice is given verbally, it must be confirmed in writing. Upon receipt of this writing, LEMON WAY will ensure that no transaction is made on the potential assets and proceed to close the Customer Area, which will result in the closing of the Main Account.

If the Assets held by LEMON WAY in the name of the deceased are higher than the cost to bear the withdrawal costs, they may, by way of derogation from article 17 of these Terms and Conditions, be withdrawn in favor of the rightful beneficiaries only in the event of the production of the identification documents by these rights holders or their representative, according to the applicable legislation, establishing the devolution of the succession as well as any other document that LEMON WAY deems necessary.

In the absence of transfer for any reason whatsoever, including the absence of production of probatory documents to LEMON WAY, the terms of Article 13 of these Terms and Conditions shall apply to the Funds.

22- SPECIFIC CONDITIONS APPLICABLE TO LEGAL PERSON CLIENTS

In the event that the credit card fraud rate or any other payment method used by payers, is higher than 0.2% on average compared to the total monthly amount of payments, LEMON WAY reserves the right to apply penalties.

Payments are not guaranteed by LEMON WAY. The legal person must comply with the VISA and MASTERCARD rules, particularly with regard to its activity.

An activity declaration and risk classification form is given to the legal person Client at the start of the contract and signed by the Client. At all times, the activity must be legal and consistent with the nature of the activity declared in the said form. The activities, even legal, not accepted by LEMON WAY, appear on the said form.

LEMON WAY passes on to the charge of the payment account of legal persons, the rejected operations, such as ChargeBacks, and other fines that can be pronounced by VISA or MASTERCARD.

23- GENERAL INFORMATION

In the event that administrative formalities are necessary for the execution of these Terms and Conditions, LEMON WAY and the Client will provide mutual assistance for the regularization of these formalities.

If any of the non-substantive terms of the Terms and Conditions are void under a rule of a law in force, it will be deemed unwritten, but will not invalidate these Terms and Conditions. The failure of either Party to claim a breach by the other Party for any of these obligations shall not be construed in the future as a waiver of the obligation in question. In case of contradictions between any of the titles and any of the clauses of the Terms and Conditions, the titles will not be taken into account.

The Client may give a person under his sole responsibility, the power to make Payment Transactions as defined by the power of attorney. The form is provided online upon request and must be returned to LEMON WAY. The power of attorney will take effect only upon receipt by the latter of the form duly completed and subject to acceptance by LEMON WAY. This will be notified by all possible means. It automatically stops in case of death of the client. It can be revoked at the initiative of the Client who informs the representative and LEMON WAY by registered letter with proof of receipt. The termination takes effect on the date of receipt of the termination letter by LEMON WAY. The Client remains bound by the Payment Transactions initiated on his behalf until that date by the appointed agent.

The Client expressly waives LEMON WAY's professional secrecy with respect to the Payment Account data in respect of the proxy designated by the Power of Attorney.

24- APPLICABLE LAW AND JURISDICTIONS

These terms and conditions are governed by French law.

Unless otherwise required by law, any dispute relating to their performance, interpretation or validity shall be brought before the courts of competent jurisdiction of Paris by default.