

# General Terms And Conditions of Use (GTCU)

## 1. Preamble

The LINNAEUS Company, a simplified stock corporation, registered in the Paris Trade and Companies Registrar (TCR) by the number 810 669 754, having his headquarters at 66 av. des Champs Elysées – 75008 Paris, (« **KICKLOX**») publishes an accessible solution in SaaS mode from its website, <https://www.kicklox.com/> (the « website »). This solution makes it possible to connect and collaborate with clients who bring in projects and who have a particular expressed need. (the « **Clients** ») engineering experts working as freelancers or service companies (engineering offices, start-ups, system providers) (the « **Experts** »), likely to carry out the mission or a project proposed by the Client (then together the « **Users** ») through the intermediary of a platform (the « **Platform** »). Users and KICKLOX are referred to collectively or individually as "**Parties**" ».

## 2. Definitions

Words beginning with a capital letter have the meanings given to them below or directly in the text, whether they are used in the plural or the singular:

<b>Application :</b>	Refers to the personal and personalised collaborative space on the Platform to which Authorised Users have access after logging in using the Identifiers sent to them by KICKLOX.
<b>Subscription :</b>	Refers to any type of paid subscription
<b>Order Form :</b>	Refers to the order form drawn up by KICKLOX and sent to the Expert.
<b>Specific Conditions of the Project :</b>	Refers to the documents and/or information specific to a Project that the Client communicates via the Platform prior to the completion of the Project and having a contractual value.
<b>Contract :</b>	Work contract or internship agreement or any agreement signed between an Expert and a Client
<b>Datas :</b>	Refers to the Personal Data that may be collected by KICKLOX in the context of the Service.
<b>Identifiers :</b>	Designate the Authorised Users' Login Identifiers that will have been transmitted by KICKLOX following the signature of the Agreement, consisting of a valid email address and a password.
<b>Registration :</b>	Refers to the process of creating an account by the Client and the Expert on the Platform.

<b>Milestone :</b>	Intermediate stage of the Project such as a batch defined in the Proposal being the subject of a delivery, a validation conditioning the continuation of the Project and giving rise to invoicing.
<b>Label :</b>	Refers to the competence criteria and requirements in terms of qualifications that Experts will have to meet and/or comply with in order to respond to a Project for a Client having subscribed to the Enterprise offer (such as confidentiality and security charters/policies, anti-corruption policies, content of assignment of rights on Deliverables) framed within a period of validity.
<b>Deliverable :</b>	Refers to the outcome and/or result of the Project or of a Milestone carried out for the Client, taking into account the Specific Conditions of the Project and more generally the indications and needs of the latter as expressed.
<b>Platform :</b>	Refers to the technical infrastructure accessible from the Site under the supervision of KICKLOX allowing access to the Service.
<b>Process of recruitment :</b>	Procedure set up within the framework of the recruitment of an Expert by a Client for a Contract, this period going from the registration on the Platform of the Expert and the Client to the signature of the Contract.
<b>Project :</b>	Refers to the mission that the Client wishes to entrust to an Expert through the Platform.
<b>Proposal :</b>	Refers to the technical and financial proposal sent by KICKLOX on the basis of the information provided by the Expert and chosen by the Client.
<b>Service :</b>	Refers to the provision to the Client and the Expert by KICKLOX via the Platform of certain functionalities / modules described in article 4 below.
<b>Authorized User(s):</b>	Designates one or more users designated by the Customer to access the Platform and thus take part in the various stages of the Project, it being understood that an administrator will be designated among them to manage and administer the Application.

## 3. Objet

**3.1.** The general terms and conditions of use (« GTCU ») are intended to define the terms and conditions under which KICKLOX makes the Platform available to Users as well as its Project implementation service. (« Service »).

**3.2.** Registration on the Site and, more generally, use of the Service entails full and complete acceptance by users of the TOS without restriction or reservation.

The user therefore confirms having read and understood the entirety of these GTCU before any use of the Service and undertakes to respect them.

# 4. Service Description

The Plateforme enables :

**4.1.** Firstly, to provide technical solutions to Clients with engineering and innovation needs by mobilising Experts with skills in these subjects and capable of providing these technical solutions and more generally to carry out the mission described by the Client.

Thus, through the Platform and KICKLOX, Customers describe the mission (the "Project") and express their needs and then, thanks to algorithms developed by KICKLOX, the Platform proposes profiles of Experts likely to best meet the needs of Clients (in particular according to the skills required for the Project and the geographical location).

After selection of the Expert profile(s) by the Client, KICKLOX communicates the various technical and financial Proposals to the Clients for the implementation of the Project, who can then select the Proposal that best meets the mission described. Each Proposal includes the offer of intervention as sent by the Experts interested in the Project to KICKLOX.

More generally, the Platform provides access to collaborative tools for monitoring engineering projects ;

**4.2** Secondly, to put in contact, on the one hand, Clients with needs in terms of salary recruitment of qualified personnel in engineering and innovation, and, on the other hand, Experts with the skills required to carry out the missions described for the Positions proposed by the Clients.

Thus, and always through the Platform, Customers describe the position offered (the "**Position**") and the profile sought (the "**Profile**") for the purposes of their recruitment. Thanks to algorithms developed by KICKLOX, the Platform offers Clients the profiles of Experts likely to best meet their needs.

On the basis of the selection made by KICKLOX, Clients may make proposals for interviews at the end of which, if positive for the Parties, an Internship Agreement or an Employment Agreement or any other agreement will be concluded.

**4.3.** Thirdly, for Clients with engineering and innovation needs, to enter into a contract with KICKLOX and to provide Experts with expertise on these subjects and capable of carrying out the described mission.

Once the Experts have been brought in by the Client, KICKLOX will mandate the Expert(s) to carry out the Project.

The Client and the Expert will not contract directly for the performance of the mission.

KICKLOX will be in charge of the administrative follow-up of the implementation of the Project by the Expert for the Client.

**4.4** Fourthly, for Clients with needs in terms of recruitment of engineers and technical talent, to access the qualified profiles of Experts corresponding to the Client's search criteria and to be put in contact.

The Client will take out a Subscription in order to access, via the Platform, the profiles of Experts likely to best correspond to the Clients' searches.

**4.5.** The Service accessible via the Platform is offered to Customers according to four offers detailed in Article 7.

**4.6.** In view of the regularity of the use of the Service by a Customer, it will be possible to provide for a framework agreement between the Customer and KICKLOX, which will determine the general characteristics of the future contractual relationship between the Customer and KICKLOX. Special conditions will then be agreed between the Customer and KICKLOX for the performance of the new assignments.

## 5. Use of Service

### 5.1. Accès au Service.

In order to be able to use the Service, Users must read and expressly accept the GTCU by ticking the box provided for this purpose and register on the Site and create an account (the "**Account**").

To do so, Users may register through LinkedIn or fill in the online registration form from the Website, providing, among other things, the following informations :

- First and last names ;
- Phone number ;
- Professional status and/or company name; and
- A valid email address and a password (the "**Identifiers**")

When creating an Account, Users agree to provide accurate and truthful information and to keep it up to date.

By registering via LinkedIn, Users authorise KICKLOX to retrieve their LinkedIn profile information to pre-fill their profile on the Platform.

**5.2.** Once the Account is created, the Customer is invited to :

- fill in and describe your Project using the filters proposed by KICKLOX, and/or,
- Fill in and describe the company and the position offered using the filters proposed by KICKLOX.
- search for Experts using KICKLOX's filtering capabilities

**5.3.** For their part, the Experts provide information on their educational backgrounds, fields of expertise, professional references and a portfolio with their projects already completed.

**5.4.** After registering, Users receive an email confirming the creation of the account and their registration.

**5.5.** Any User may modify the information present on the Platform at any time and unsubscribe at any time via the Site. Their personal information is then deleted from the Platform. On this matter, the User is invited to consult the Site's privacy policy.

**5.6** KICKLOX reserves the right to accept or refuse a User's Registration if the information transmitted does not correspond to the spirit of the Service.

KICKLOX also reserves the right to request, at any time, (i) from the Expert, proof of education, experience and professional references, (ii) from the Customer, any proof of education related to the Project or the Job and, (iii) from the legal entity Customer, an extract of registration in the Trade and Companies Register less than 30 days old.

It is up to Users to provide valid and reliable information.

In any event, KICKLOX does not guarantee the truthfulness, reliability or validity of the information provided by Users on the Platform.

**5.7.** As soon as they register on the Platform, and as soon as they accept these GTCU, Users undertake to communicate with other Users only through the Platform. Users shall refrain from contacting each other by any other means.

**5.8.** Users may request the deletion of their account on the Platform and their personal data by sending an e-mail to [contact@kicklox.com](mailto:contact@kicklox.com). The request will be taken into account and effective within 8 days. The deletion does not in any way imply a disengagement from the conditions of the present General Terms and Conditions of Use.

## **6. Access to the Platform and Service Availability**

**6.1.** The Platform is provided in Saas mode. Access to and use of the Platform requires a computer connected to the Internet on which a recent Internet browser is installed. The User is solely responsible for the proper functioning of the computer hardware and internet connection that allow him/her access to the Platform. The connection to the Platform is made using the Identifiers.

**6.2.** The Service is accessible, in principle, 24 hours a day, 7 days a week, including Sundays and public holidays, with the exception of maintenance periods or interventions or a case of force majeure. In no event shall an interruption of the Service, for whatever reason, give rise to any compensation.

## **7. Role of Kicklox and Users**

**7.1** KICKLOX provides the Service to the Users as a mere independent technical intermediary and does not at any time take part in the proposals made by the Users or in the decision-making process of the Users.

KICKLOX may be responsible for checking the consistency of the information transmitted via the form by:

- the Clients, concerning the mission described by the Clients, and the Experts, concerning the description of the Profile, in order to ensure its accuracy and clarity, but, in any event, the Users are each responsible for the proper completion of the Project. In fact, the Expert is solely responsible for carrying out the Project and the Client is solely responsible for paying the price of the Project.
- the Clients, concerning the proposed Position, and the Experts, concerning the description of the Profile, in order to ensure the truthfulness of the information indicated but, in any event, the Users undertake to transmit information that is accurate and in conformity with reality, and the Users are each responsible for the good running of the recruitment process.

**7.2.** In case of acceptance of :

- the Expert's Proposal, the Client and the Expert shall be bound by the Specific Conditions of the Project, any special conditions defined between them if applicable, as well as the provisions hereof in the context of a service provision relationship, to excluding any relationship involving any subordination, which the Parties expressly acknowledge,
- If the Expert offers to hire the Client, the Parties will be bound by the Contract signed between them to which KICKLOX is a third party.

- If the Expert hires the Client, the Parties will be bound by the Contract signed between them to which KICKLOX is a third party.

**7.3.** The Service is offered to the Customers according to the following three offers detailed on the Site:

**7.3.1.** A "**FREELANCING**" offer to carry out the Client's Project through the mobilization of a relationship between an Expert and a Client for the realization of the Client's Project.

Unless KICKLOX expressly provides otherwise in writing, KICKLOX will be the sole contractual partner of the Client and the Expert so that on each Project, the Client contracts with KICKLOX which subcontracts to the Expert. KICKLOX is therefore the subcontractor of the Client, and the Expert is the subcontractor of KICKLOX.

- This offer allows the Client to access the Platform on which he will be able to detail his Project and the allocated budget in order to find an Expert to carry out the mission.
- KICKLOX will select and present to the Client the best profiles of Experts present on the Platform likely to carry out the Project.
- From this selection presented by KICKLOX, the Client will select one or more Experts to discuss the technical aspects of the Project, and in particular the price of the Expert's services to carry out the assignment.
- Once the discussions have been completed, the Client will validate with KICKLOX the Expert(s) chosen to carry out the Project and will validate to KICKLOX the budget allocated.
- KICKLOX will validate with the selected Expert, the price paid by KICKLOX to the Expert for his intervention on the Project (the "**Expert Price**"),
- KICKLOX will communicate to the Client the Technical and Financial Proposal detailing the Expert's offer of technical intervention and the price to be paid by the Client to KICKLOX for the completion of the Project (the "**Project Price**").
- This Project Price will be fixed and will directly include the Expert's Price as well as the price of the KICKLOX Service (see terms and conditions in article 10 of the GTCU).
- The Client and the Expert each undertake to communicate with each other only through the Platform for the duration of the contact, and to keep KICKLOX informed of all informations related to the realization of the Project.
- The FREELANCER offer does not in any way constitute an obligation of result on the part of KICKLOX, which in no way guarantees the success of the response to the Project.

**7.3.2.** A "**HIRE**" offer which allows, through KICKLOX, a contact between the Client and the Expert, within the framework of a future salaried employment (internship agreement or employment contract or any other agreement).

The purpose of this offer is to allow the Client to discover the profile of qualified Experts selected by KICKLOX, according to the Client's needs, in order to meet a recruitment need. It

also enables the Expert to obtain new professional opportunities by receiving proposals for interviews.

- The Client will express its need on the Platform by describing the proposed position and the profile requested.
- Registration on the Platform does not entail any obligation for the Expert to accept a maintenance proposal or to sign a Contract with the Client.
- On the basis of this description, KICKLOX will select and present the best profiles of Experts likely to meet the Client's needs.
- At the end of the interviews, the selected Expert(s) may be sent one or more Contract proposals by the Client. The terms of the Contract (amount of the fee, type and duration of the contract...) are freely discussed between the Client and the Expert, without KICKLOX taking part in these discussions.
- At the end of these discussions, an Agreement may be concluded between the Expert and the Client, the main terms and conditions of which must be communicated to KICKLOX.
- In the case of the conclusion of an employment contract, the amount of the commission due to KICKLOX will be a percentage of 20% of the Expert's gross annual salary including all sources of remuneration arising from the employment contract and, in particular, bonuses, as indicated in the employment contract.
- In the case of the conclusion of an internship agreement, the amount of commission due to KICKLOX will be a lump sum of 500 euros excluding tax.
- Only the conclusion of an Agreement between the Client and the Expert will be such as to create reciprocal obligations.
- Once the Contract has been signed between the Client and the Expert, the Client is guaranteed a period of three months from the signing of the Contract. Thus, and in the event that the Contract is not continued beyond this three-month period, at the initiative of the Client or the Expert, and only for reasons of insufficient qualification of the Expert, the Client will be granted the benefit of a new service from the HIRE offer without additional cost. This new service must however be for a lesser or the same amount as the previous one. Failing a lesser or similar amount, the additional cost will be borne by the Client.
- The Client and the Expert each undertake to communicate with each other only through the Platform throughout the Recruitment Process.
- The HIRE offer does not constitute an obligation of result on the part of KICKLOX which in no way guarantees the conclusion of a contract between the Client and the Expert.

**7.3.3 A "GLOBAL" offer** which allows the Client, through the use of the Platform, to mandate KICKLOX to monitor the Expert's implementation of the Project.

- This offer allows the Client to access the Platform on which he will be able to detail his Project and the budget allocated for the realization of the mission.
- - The Client will contract with KICKLOX and bring in the Expert(s) who will carry out the Project.
- Once the Expert(s) have been brought in, KICKLOX will mandate the Expert(s) to carry out the defined Project.

- KICKLOX will monitor the administrative progress of the Project by the Expert but is however not responsible for the competence or the work carried out by the Expert provided by the Client.
- KICKLOX will validate with the selected Expert, the price paid by KICKLOX to the Expert for his intervention on the Project (the "**Expert Price**"),
- KICKLOX will communicate to the Client the Technical and Financial Proposal detailing the Expert's offer of technical intervention and the price to be paid by the Client to KICKLOX in consideration of the completion of the Project (the "Project Price"). The Project Price will be fixed and will directly include the Expert's Price and the price of KICKLOX's Service (see article 10 of the General Terms Conditions of Use).
- The Client and the Expert each undertake to communicate with each other only through the Platform for the duration of the contact, and to keep KICKLOX informed of all information relating to the implementation of the Project.

The FREELANCER offer does not constitute an obligation of result for KICKLOX which does not guarantee the success of the Project. Each of the offers and/or functionalities proposed are governed by these General Terms and Conditions of Use and by specific conditions set out in the KICKLOX documentation.

**7.3.4 An "OPEN" offer** that allows the Client, by subscribing to a Subscription, to use the Platform to search for Experts in the context of a future salaried employment (internship agreement or employment contract or any other agreement) or the implementation of a Project.

- This offer allows the Customer to access the Platform on which he will be able to specify the characteristics of the Expert profile he is looking for through an advanced search browser.
- The Client will have access to the list of Experts corresponding to the criteria of its and will be able to consult his detailed profile.
- Once on his profile, the Client can then contact the Expert with the sole aim of proposing an offer of future salaried employment or to carry out a Project.
- This offer to put the Client and the Expert in contact with each other will be paid for by the prior subscription of a Subscription according to the methods described in article 10 of the present document.
- The Client undertakes to communicate with the Experts solely for the purpose of offering them professional opportunities in line with their profile.
- The OPEN offer does not in any way constitute an obligation of result on the part of KICKLOX, which does not in any way guarantee the success of a connection between the Client and the Expert.

**7.4** For Clients and Experts, access to the Platform, via Registration, is free of charge.

The parties expressly recognize that simple connection is value-creating.

Once the Users have accepted the present GTCU, and that neither of them has subscribed to a Subscription within the framework of the OPEN offer, Users undertake not to

exchange or contractualise directly or indirectly between them by any means other than the Platform, for whatever reason.

In this respect, if, within 24 months of being put in contact via the Platform (in outside the OPEN offer), the Client concludes one or more contracts of employment with the Expert, of services, sub-contracting, internship agreements or agreements of any kind the nature of the Project that is intended to govern the performance of benefits or functions in relation to the Project; and that was presented on the Platform by the Client or a project that could have been proposed by through the Platform or for any contract or any other mission, the Users will be jointly and severally liable 200% of the total amount of the signed contract(s) or order(s) between the Users over the period from the date of contact until the date of the date + 24 months and this notwithstanding any damages that KICKLOX may be entitled to claim and notwithstanding the provisions of Article 13.1.5. In the event that this amount KICKLOX will not be informed by the Expert or the Client, the Users will not be informed of the total amount of the fees will be jointly and severally liable for the lump sum of 25.000€HT and notwithstanding the provisions set out in Article 14.1.5.

## 8. Quality of Service and evolution of the Platform

**8.1.** KICKLOX undertakes to do its utmost to ensure that Users can access the Service at the times specified in Article 6.2.

**8.2.** Users are warned of the technical hazards inherent to the Internet and of interruptions to the service of access that may result. Consequently, KICKLOX cannot be held liable for any loss or damage resulting from any resulting unavailability or slowdown of the Service. KICKLOX is not able to guarantee the continuity of the Service, executed remotely via the Internet, which the Users acknowledge.

**8.3.** The Service may occasionally be suspended due to interventions by maintenance required, whether at the hosting or Platform level maintenance periods will be given priority to off-peak hours of the Service. KICKLOX cannot be held responsible for the possible impact of this unavailability on the Service.

**8.4** KICKLOX may develop and modify the Platform on its technical terms and conditions and access hardware and the functionalities offered, without this modification or modification of the evolution does not constitute an excessive inconvenience for the Customer or constitutes a modification of the Platform and its functionalities.

8.5. In addition, the modifications and, where applicable, the improvements made to the Platform by KICKLOX will be applicable as soon as they are put online. The first connection of the User to the Platform, after the entry into force of the modifications to the Platform, implies their acceptance by the User. However, KICKLOX makes no commitment to provide the User with access to any new features that may be developed in the future and for which KICKLOX reserves the right to grant access to them only subject to the payment by the User of

additional fees. As such, the new features may be governed by specific terms and conditions set out in the KICKLOX documentation.

## 9. Support

**9.1.** A support service, i.e. services for receiving notifications of anomalies/malfunctions and user assistance is available from Monday to Friday included, from 9:30 am to 5:00 pm by phone at the following number: 01 84 25 48 89 or by email to the following address: [contact@kicklox.com](mailto:contact@kicklox.com). Reports of malfunction if they are indicated by telephone must be confirmed by email to KICKLOX. KICKLOX will make its best efforts to respond to questions and notifications of malfunctions.

**9.2.** The KICKLOX user support service consists of answering questions from Users concerning the operation of the Platform with a maximum of 30 minutes per month.

## 10. Prices and commission

### **10.1. FREELANCER offer**

All the financial arrangements for the implementation of the Project(s) will be formalized in the Technical and Financial Proposal(s) accepted by the Client. This/these Proposal(s) will incorporate the Project Price for the Client, and the Expert Price for the Expert.

KICKLOX is the Customer's sole interlocutor for the determination of the Project Price, and KICKLOX is the Expert's sole interlocutor for the determination of the Expert's Price. The Expert and the Client shall refrain from discussing and negotiating the Project Price and/or the Expert's Price without KICKLOX's express prior written consent.

KICKLOX will invoice the Customer for the Project Price as and when the Projects are completed, for the realization of the Project(s) (according to the Milestones of the Expert's services for the implementation of the Project(s)). At the same time, the Expert will invoice KICKLOX for the Expert's price agreed.

KICKLOX will then pay the Expert's Price on each Project times the invoice for the Project Price of KICKLOX paid by the Customer.

## **10.2. HIRE Offer**

**10.2.1.** In the event of the conclusion of an employment contract, KICKLOX shall receive a commission of 20% of the Expert's gross annual salary, including all sources of remuneration from the employment contract and, in particular, bonuses, as set out in the employment contract signed between the Client and the Expert.

**10.2.2.** In the case of the conclusion of a traineeship agreement, KICKLOX receives a commission of a flat-rate amount of 2,500 euros excluding VAT.

**10.2.3.** The payment of these two commissions shall be borne by the Customer (10.2.1 & 10.2.2).

It is reminded that once the Contract has been signed between the Client and the Expert, the Client benefits from a guarantee of a period of three months from the signature of the Contract. Thus, and in the event that the Contract shall not be continued beyond this three-month period, at the initiative of the Customer or of the Expert, and only for reasons of insufficient qualification of the Expert, the Client shall be will be granted the benefit of a new service of the HIRE offer at no extra cost. However, this new benefit must be for a lesser amount or an additional same amount as the previous one. In the absence of a similar amount, the additional cost will be charged to the Customer.

**10.2.4.** Any hiring of an Expert who intervenes following the completion of a Project in The FREELANCER offer will be subject to a reduced commission as follows:

- 20 % excl. tax of commission for any hiring following a lower mission or equal to 3 months
- 15% (excluding VAT) commission for any hiring following an assignment of 3 to 6 months.
- 10% (excluding VAT) commission for any hiring following an assignment of 6 to 12 months.
- 5% (excl. VAT) commission for any hiring following an assignment of 12 to 24 months.

- No commission will be paid beyond

### **10.3 GLOBAL Offer**

All the financial arrangements for the implementation of the Project(s) will be formalized in the Technical and Financial Proposal(s) accepted by the Client. This/these Proposal(s) will incorporate the Project Price for the Client, and the Expert Price for the Expert.

The Client and the Expert will jointly determine the Project Price. The Expert's Price on each Project will then be calculated as the Project Price minus a 10% commission, i.e. :

$$\text{Expert Price} = \text{Project Price} \times (1 - 10\%)$$

KICKLOX will invoice the Customer for the Project Price as the Projects are completed. for the realization of the Project(s) (according to the Milestones of the Expert's services for the implementation of the Project(s)). At the same time, the Expert will invoice KICKLOX for the Expert's price agreed.

KICKLOX will then pay the Expert's Price on each Project times the invoice for the Project Price of KICKLOX paid by the Customer.

### **10.4 OPEN offer**

KICKLOX receives payment for a Subscription, the amount of which will be determined via the application on the basis of the indicated rate associated with the plan chosen by the Customer at the time of the payment as well as the subscription period (the "**Subscription Price**").

When validating the Subscription via the Platform, the Customer undertakes to firmly and definitively for the subscription period selected by him/her without that it is not possible for him to cancel it or to be released from his commitments

Renewal of the Subscription for the next subscription period is tacit. It may however, at any time request the cancellation of the tacit renewal for the period of subscription by simply sending an e-mail to [client@kicklox.com](mailto:client@kicklox.com).

KICKLOX reserves the right to modify at any time the Subscription Price of Subscription to the plans available via the Platform.

KICKLOX will inform the Users of this change which will only take effect on the new Subscriptions, Subscriptions in progress will only be subject to this change only with the agreement of the Users. Users who do not wish to see this If any changes apply, they may terminate their Subscription at any time. Termination then will take effect at the end of the subscription period.

### **10.5. General**

**10.5.1.** Payment of the Price is made via the Platform and is made by means of a payment or a bank transfer through the payment service provider MANGOPAY. Payments are processed through a secure data encryption procedure so that no information transmitted by the Customer is intercepted by third parties. The Client must first create an account on MANGOPAY's website, which will be used to subject to the TCGU of this service provider, which are available at the following address [[https://s3-eu-west-1.amazonaws.com/kicklox-public/CGUs\\_MANGOPAY\\_France.pdf](https://s3-eu-west-1.amazonaws.com/kicklox-public/CGUs_MANGOPAY_France.pdf)]. The Customer will then receive a confirmation of payment by email, which he can, if he wishes, print and keep. KICKLOX will not be held responsible for any fraudulent use of the means of payment used.

KICKLOX may ask the Customer to pay the Price on another bank account, the details of which will be indicated on the invoice issued.

Once payment has been made, the Customer will receive an email confirming that the payment has been made with the corresponding invoice showing a reference number.

The Customer acknowledges that the issuing of the invoice entails an irrefutable obligation to payment of the said invoice.

**10.5.2.** In the absence of a payment schedule, the sums due are payable, in arrears, within the following deadlines thirty (30) days end of month on the 10th day following the invoice date, it being understood that invoices from the Expert's fees are payable only upon receipt of payment from the Customer by KICKLOX for the Project concerned.

# 11. Invoicing of the Milestone / Project

## 11.1. Invoicing in the context of the FREELANCER / GLOBAL offer

The billing process for each Milestone is as follows:

- The Client accepts the KICKLOX Proposal corresponding to the Expert's intervention selected,
- It provides the funds needed to pay the Prize or downloads a voucher for the order on the Platform which will be sent to KICKLOX ;
- KICKLOX generates the Purchase Order which is sent to the Expert according to the Expert's Price agreed and applicable in accordance with Article 10, which the Expert acknowledges expressly, to enable it to draw up its invoice ;
- Once the Milestone is delivered by the Expert and the Client validates it;
- Upon validation, KICKLOX sends an invoice to the Customer at the agreed Project Price in the Technical and Financial Proposal accepted by the Client;
- The Expert shall send KICKLOX an invoice in parallel, which shall include the amount of indicated in the KICKLOX Order Form.

**11.1.1** KICKLOX undertakes to ensure that invoices and Purchase Orders are accessible. freely from the Client's and Expert's Account and sent by email to the Client and the Expert. In order to facilitate their accounting, to meet its tax obligations and in particular its VAT declaration in accordance with the regulations.

**11.1.2.** Invoices shall be created and issued in electronic form, and shall be kept by KICKLOX for a minimum period of 6 years from the date of issue.

**11.1.3.** The Expert may dispute the information contained in the purchase orders. within 14 calendar days of their issuance. In the event of a justified dispute, KICKLOX will modify the order form concerned.

**11.1.4** In the event of failure to validate a Milestone without a valid reason by the Customer within 14 days, KICKLOX will amend the order form calendar days following the date of delivery by the Expert, the Milestone will be deemed to be validated. KICKLOX will then send the Customer the corresponding invoice and all amounts will be due. The Customer will not be able to claim any reason at a later date if he will not have deigned to reply to KICKLOX within the time limit set.

**11.1.5.** In the event of failure to comply with the schedule for any reason whatsoever, characterised by more than 15 calendar days after (i) the start date of the Project, or (ii) the start date of the Project, or (iii) the start date of the Project (ii) the start date of a Milestone, or (iii) the delivery date of a Milestone, or (iv) the end date of the Project. KICKLOX reserves the right to unilaterally terminate the current Milestone and the Project. The share of the Project Price corresponding to the amount of the current Milestones and of the Project already carried out remains due, and no reimbursement can be made.

**11.1.6** In the event of cancellation of the Project by the Client, the Price of the Project remains due, and no refund can be made reimbursement will not be possible. A handling fee will be charged in addition for an total amount of 1.500€ excluding VAT.

**11.1.7** In the event of cancellation of the Project by both the Client and the Expert, the amount of the the part of the Project already carried out as well as the commission for the total Project will be due, and none of the reimbursement will not be possible. A handling fee will be charged in addition for an total amount of 750€ excluding VAT.

**11.1.8.** The Expert retains full responsibility for his legal and fiscal obligations by Invoices, in particular with regard to the obligations in VAT matters. In this context, the Expert expressly undertakes to :

- declare to the tax authorities the VAT collected at the time of its collection eligibility ;
- pay to the Treasury the VAT mentioned on the Invoices;
- claim the Invoice immediately if it has not been made available by KICKLOX ;and
- notify KICKLOX without delay of any changes in the information relating to the identification of his company used for the preparation of the Invoices.

### **11.2. Invoicing within the framework of the HIRE offer**

The invoicing process within the framework of the HIRE offer takes place in the following way:

- Following the conclusion of an Agreement between the Client and the Expert, the Client will communicate the said Agreement to KICKLOX in order to establish the amount of his commission and invoice,
- Once the contract has been signed between the Client and the Expert, KICKLOX will invoice the Client for the amount of his commission.

### **11.3 Invoicing in the context of the OPEN offer**

The Subscription is invoiced at the same time as the payment of the Subscription via the Platform. At no time does KICKLOX store bank details, which are encrypted as soon as they are sent of its Users and guarantees the security of the transactions carried out.

## **12. Sponsorship**

**12.1** KICKLOX offers a sponsorship service to Experts (the future "**Sponsors**") enabling them to send KICKLOX the contact details of Experts who may be interested in the project. by the Service (the "**Sponsored**").

In return, Sponsors may receive a "co-option bonus" if the conditions are met of the Sponsorship described below are completed.

**12.2.** Thus, any Expert can fill in the email address of a Sponsored from his Account in clicking on the "Sponsor" button. An email will then be sent to the Sponsored containing an invitation to register on the Site through a unique registration link, specific to the Sponsored who must be used by the Sponsored to access and register on the Site.

### **12.3. Sponsorship within the framework of the FREELANCER and GLOBAL offer**

A Sponsorship will become a reality if the following three conditions are met:

- the Sponsored has registered on the Site through the personal registration link received by email from The Sponsor,
- The Sponsored will have signed a Project on the Platform within the framework of the FREELANCER offer or GLOBAL,
- KICKLOX will have received payment of its invoice, according to the terms of article 11.1.

In the context of a Sponsorship made under the conditions described above, the Sponsor will obtain the payment of a "cooptation bonus" in the amount of 10% of the Project Prize invoiced by the Expert, up to a maximum of 500 euros.

The premium is only due if the conditions set out in Article 12.3. are met, it being understood that:

- The Sponsor and the Sponsored must be separate persons (For example, it is forbidden for the Sponsor to create a fictitious email address for self-sponsor. It is also forbidden to sponsor a colleague who will bill with the same company),
- The sponsorship offer only works for the first project signed by the Sponsored;
- The Sponsored is not already part of a structure of Experts already existing on the platform ;

#### **12.4. Sponsorship in the framework of the HIRE offer**

A Sponsorship will become a reality if the following three conditions are met:

- the Sponsored has registered on the Site through the personal registration link received by email from The Sponsor,
- The Sponsored will have signed a Contract on the Platform within the framework of the HIRE offer,
- KICKLOX will have received payment of its invoice, according to the terms of article 11.2.

In the context of a Sponsorship made under the conditions described above, the Sponsor will obtain the payment of a "cooptation bonus" of 10% of the amount of the Commission invoiced by KICKLOX, up to a maximum of EUR 500.

#### **12.5. General**

It is understood that a Sponsored can only be sponsored once, but an Expert can bring several Sponsored and thus realize several Sponsorships.

The User must have obtained the prior consent of the sponsored in order to be contacted by email by KICKLOX and guarantees KICKLOX against any liability as a result.

The payment of the "cooptation premium" will be made by means of a transfer to the account of KICKLOX to Sponsor's bank.

Any false or fictitious information or contact details or usurping the identity of a third party, provided by the User or a Sponsored in order to benefit from the above-mentioned advantages will be considered either irregular or illegal.

The sponsorship service does not apply in the context of a matchmaking associated with the offer OPEN.

## **13. Affiliation**

**13.1** KICKLOX offers a service to Experts (the future "**Advisor**") enabling them to provide KICKLOX with the contact details of Customers who may be interested in the Service (the "**Advised**").

**13.2.** Thus, any Expert can use a form provided by KICKLOX to fill in the following information contact details and the project of an Affiliate. KICKLOX will then contact the Affiliate to give him/her benefit from the Service.

### **13.3. Standard Membership**

A Standard Affiliation will be realized if the following three conditions are met:

- The Advised has registered on the Site after the Advisor has filled in the form and the KICKLOX contact.
- The Advised will have signed a Project on the Platform as part of the FREELANCER offer or GLOBAL, or the Affiliate will have signed a Contract on the Platform within the framework of the HIRE offer,
- KICKLOX will have received payment of its invoice, according to the terms of article 11.

Within the framework of a Standard Affiliation, which is carried out in accordance with the conditions described above, the Advisor will be paid an "Affiliate Bonus" in the amount of :

- In the context of the FREELANCER or GLOBAL offer: 10% of the Project Price, in the limit of 1000 euros maximum
- For the HIRE offer: 10% of the amount of the Commission invoiced by KICKLOX, up to a maximum of 1000 euros.

The bonus shall be due only if the conditions laid down in Article 12.3. are met, it being understood that :

- The Advisor and the Advisedq must be separate persons (For example, it is prohibited the Affiliate from creating a fictitious email address for self-invitation. It is also forbidden to affiliate a colleague who will bill with the same company),
- The Affiliation offer only works for the first project signed by an Affiliate;
- The Advised is not already part of an existing Customer structure on the platform;

The payment of the "Affiliate Bonus" will be made by means of a transfer to the following account Advisor's bank account.

### **13.4. « my Kicklox » Affiliation**

A myKicklox Affiliation is achieved if the following conditions are met:

- The Advised has registered on the Site after the Advisor has filled in the form and the contact KICKLOX ;
- the Advisor already collaborates with the Advised on a Project before its registration on the Platform ;
- The connection was not made by KICKLOX in the context of one of its Offers;

The Advisor and the Advised will then benefit for all the Projects that they will carry out via KICKLOX of the Service through the GLOBAL offer with a KICKLOX commission offered on the

first 10.000€ of Project between the Advisor and the Advised invoiced via KICKLOX, then a commission reduced to 5% of the Project Price from 10.001€ of Project between the Advisor and the Advised charged.

### **13.5. General**

It is understood that an Advised may only be affiliated once, but that an Advisor may have several Affiliates and thus realize several Affiliations.

The User must have the prior consent of the Advised in order to be contacted by KICKLOX and guarantees KICKLOX against any liability as a result.

Any information or contact details that are false or impersonate a third party or fictitious, provided by the User or an Affiliate in order to benefit from the advantages mentioned above will be considered either irregular or illegal.

## **14. Obligations, Responsibilities and User warranties**

### **14.1 Obligations of Users**

#### **14.1.1. Obligations of Experts**

Within the framework of the Service and more specifically the FREELANCER and GLOBAL offers, the Experts commit themselves in particular to :

- To be a graduate of an engineering school or to have followed an equivalent training and therefore to be competent to carry out Projects ;
- Analyze, study and understand the Client's needs;
- Collecting from the Client/KICKLOX the information necessary for the drafting of a complete specifications clearly defining all of the characteristics of the Project and the schedule for its implementation ;
- Propose several scenarios/schemes for carrying out the Project to the Client/KICKLOX, then select one with the Client/KICKLOX ;
- To implement all the necessary diligence to carry out the Project and in particular to meet the timetable;
- To propose to the Client/KICKLOX a first test version of the Project and to take into account the comments and requests from the Client/KICKLOX regarding this first version ;
- Once the Client has validated the final version of the Project or has made changes to it modifications, finalize the Project for its launch/implementation;
- Once the validation of the Technical and Financial Proposal is completed, the Expert is linked with the Client and undertakes to complete the Project without it being possible for him to cancel it or to withdraw from its commitments;

- Accompanying the Client/KICKLOX throughout the launch phase of the Project, and ensure that the one corresponds to the expectations of the Client/KICKLOX as defined in the original specifications; and
- Be patient, cordial and polite with the Client/KICKLOX and adopt a professional tone adapted in any communication with the latter (e.g. no colloquial words, no insults, of your bossy tone... etc).

Within the framework of the Service and more precisely of the HIRE offer, the Experts commit themselves in particular to :

- To be a graduate of an engineering school or have followed an equivalent training and therefore be competent to apply for the offers proposed by the Client;
- Complete his Profile on the Platform in a manner consistent with the reality of his situation personal and professional (identity, qualifications and experience professionals) ;
- Respond to an interview proposal within a maximum of 48 hours and to do Demonstration of professionalism in the Recruitment Process.
- Once put in contact with a Client, communicate with the Client only by through the Platform throughout the Recruitment Process.
- Be patient, cordial and polite with the Client and adopt an appropriate professional tone in any communication with him/her (e.g., no colloquial words, insults, tone of voice authoritarian... etc).

Within the framework of the Service and more precisely of the OPEN offer, the Experts commit themselves to :

- Graduating from an engineering school or having followed an equivalent training and therefore be competent to apply for the offers proposed by the Client;
- Complete his Profile on the Platform in a manner consistent with the reality of his situation personal and professional (identity, qualifications and experience professionals) ;
- Agree to be contacted by Clients for the purpose of obtaining clarification on the professional opportunity sought
- Be patient, cordial and polite with the Client/KICKLOX and adopt a professional tone adapted in any communication with the latter (e.g. no colloquial words, no insults, or your bossy tone... etc).

#### **14.1.2. Obligations of the Clients**

Within the framework of the Service and more specifically the FREELANCER and GLOBAL offers, the Customers commit to :

- actively collaborate and to communicate to the Experts/KICKLOX all of the informations and documents that are available to them and to describe very precisely their needs for the realization of the Project,
- Once the Technical and Financial Proposal has been validated, the Client is bound to the Expert and undertakes to complete the Project without the possibility of cancellation, or to break its commitments;

- to pay the amount invoiced by KICKLOX and on which the Client and the Expert have agreement within the framework of the implementation of the Project,
- pay the amount of the commission due as set out in Article 10.1 of these GTCU,
- accept that in connection with the GLOBAL offer, KICKLOX does not guarantee or warrant that the GLOBAL offer will be successful responsible for the competence and the work provided by the Expert in the framework of the realization of the Project.

Within the framework of the Service and more precisely of the HIRE offer the Clients commit themselves to :

- Describe as clearly as possible their needs on the Platform by describing the proposed post and the profile sought (description of the mission(s), type and duration of the mission, Contract, amount of the contemplated Compensation),
- Communicate with the Candidate only through the Platform during the following periods for the duration of the Recruitment Process,
- Once an Agreement is concluded between the Client and the Expert, send a copy of the Contract to KICKLOX, so that, in particular, the amount of the commission can be calculated and invoiced to the Customer.
- Pay the amount of the commission due, the terms and conditions of which are set out in Article 10.2. of these GTCU.

Within the framework of the Service and more specifically of the OPEN offer, the Customers undertake to :

- To communicate with the Experts only in the context of a professional opportunity in line with its profile
- Contact the Experts only for the purpose of proposing a future offer hiring of a salary or Project

#### **14.1.3. General obligations of Users**

In a more general way, Users undertake to communicate information accurate, complete, sincere and true.

In addition, Users undertake to inform KICKLOX of any changes to be made to the information communicated by connecting to the Site. Users have the possibility to view and modify their profile at any time.

KICKLOX cannot be held responsible for any incorrect or inaccurate information fraudulent information communicated by Users.

Users undertake to always act loyally when using the Service.

Users also undertake to be reactive and to respond promptly to offers proposed by the Clients or Experts with whom they are in contact, even if they do not accept or are not interested in the proposed offer.

For example, the Client should respond promptly to the Expert's Proposal to service for the realization of the Client's Project.

In any event, any User who is confronted with an attitude that he considers inappropriate by another User informs KICKLOX without delay.

Finally, and more generally, Users declare and warrant that they are in compliance with all the legal and regulatory standards and have all the information required to administrative authorisations in order to be able to carry out the obligations entered into by it under the of the present.

#### **14.1.4. Users' obligations with regard to their identifiers**

Identifiers are strictly confidential. Users and any person they designated to manage and administer the Platform and/or the User Account shall keeping Identifiers secret, protecting their access by third parties and ensuring their security confidentiality by refraining from disclosing them to anyone. Users shall with a high degree of respect for the foregoing by their staff. Thus, the Users are responsible for the use of the Identifiers and will ensure that no unauthorized person has access to the Platform.

#### **14.1.5. Failure by the User to comply with his obligations**

If the User fails to comply with the provisions of the GTCU, KICKLOX shall be entitled to claim damages reserves the right to suspend or terminate the User's access rights to the Platform and the Service, notwithstanding any damages that may be claimed.

Deletion of the account will result in the deletion of all content created on the Platform, without this leading to any claim on the part of the User to KICKLOX.

KICKLOX reserves the right to initiate the necessary procedures for the repair of the prejudice suffered as a result of the Users' failure to comply with their obligations or the failure to respect the GTCU.

### **14.2. Warranties and responsibilities of Users**

**14.2.1.** When using the Service, Users act under their sole and exclusive authority and full responsibility.

In this respect, it is recalled that KICKLOX can in no way be considered as a party to the contractual relationship between Experts and Clients.

Indeed, KICKLOX is a third party in the relationship between Users intervening only in the following cases to simplify the invoicing process and therefore excludes its full responsibility in this regard. Users are solely responsible for any damage caused to other Users and to third parties and the consequences of any claims or actions that may arise therefrom within the Service.

**14.2.2.** Users declare and guarantee (i) that the contents and elements they put online do not infringe or violate any copyright, patent, trademark, or any other intellectual property right of a third party; (ii) that they will use the Platform for the purposes of lawful and in accordance with the terms of the GTCU; (iii) that they will use the space dedicated to the direct communication between Users exclusively for subjects related to the realization of the Clients' projects in a spirit of courtesy and respect; (iv) that they will only address no offensive, racist, invasive of privacy or offensive messages containing any links to sites or documents of an illicit nature.

Accordingly, Users agree to fully indemnify and hold KICKLOX harmless from and against any and all claims arising out of the use of KICKLOX any convictions, costs (including counsel and costs of proceedings) and incidental expenses which may be charged to him/her for failure to comply herewith.

**14.2.3** Users shall refrain from (i) capturing all or part of the information and content made available via the Platform and related databases, in particular to establish databases to promote Competitive Services to KICKLOX, under penalty of civil and/or criminal sanctions; (ii) to constitute databases (ii) bypass technical protection systems, carry out or encourage acts of piracy; (iii) hijack or attempt to hijack any of the functionality of the Platform beyond its intended use; (iv) using, to use the Platform, robot software or any other equivalent automated process or tool.

### **14.3. Warranties and liabilities of KICKLOX**

#### **14.3.1 General**

KICKLOX undertakes to implement the means necessary to provide the Service in the framework of a best-efforts obligation. KICKLOX does not in any way guarantee the conclusion of a Contract with a Client and with an Expert. No warranty is therefore provided by KICKLOX, other than the compliance of the Platform with its documentation. In any event, Users acknowledge that KICKLOX cannot guarantee that the Platform is suitable for a particular need the achievement of objectives set by the Clients, even if they have been set by the Clients communicated to KICKLOX. More generally, KICKLOX shall not be liable for any direct or indirect damage or loss of any kind indirect resulting from any communication or relationship between the Client and the Expert.

In KICKLOX, which is not a party to the contract signed between the Client and the Expert, may not be held liable in the event of non-performance of the said contract by one of the Users.

**14.3.2.** As specified above, KICKLOX acts in particular as a simple intermediary providing a technical tool to Users. Under no circumstances may it be considered as responsible for the realization of the Client's Project by the Experts.

**14.3.3.** KICKLOX does not guarantee the accuracy of the information provided by the Users in the framework of the HIRE recruitment process. KICKLOX does not in any way guarantee the conclusion of a contract between a Client and an Expert. Any exchange, and any possible

contract which would be signed between a Client and an Expert is the sole responsibility of the latter, with the total exclusion of KICKLOX.

**14.3.4** KICKLOX shall not be liable in the event of unavailability, suspension or interruption of the Platform or the Service, error or virus preventing access and use of the Platform or the Service Platform. Furthermore, KICKLOX's contractual liability cannot be engaged for any damage suffered by the Users or by a third party resulting directly or indirectly from non-compliance by the latter with any of its obligations, of a non of the Platform, use for purposes other than those known, negligence, loss or alteration of their data.

KICKLOX can only be held liable in the event of fault or negligence and is limited to direct damages to the exclusion of any indirect damages, of which there is no evidence of any nature whatsoever, such as, in particular, any loss of opportunity, loss of earnings or loss of business, damage to image or reputation.

**14.3.5.** In the event that KICKLOX's liability is recognised, it shall be limited to a maximum amount of 50% of the sum paid by KICKLOX to the Expert under the Project in which KICKLOX's liability would be sought.

**14.3.6** KICKLOX is in no way responsible for the content entered on the Platform by the Users. However, as soon as KICKLOX is made aware that a content would infringe the rights of third parties, KICKLOX may either remove the disputed content, or ask the User concerned to do so, and decide to exclude the User who is the author of the disputed content.

## 15. Tax and social security obligations of Experts

### **15.1. In the context of the FREELANCER offer :**

KICKLOX reminds the Experts that they have fiscal (VAT, taxes etc.) and social obligations (URSSAF, etc.) relating to their activities, in particular in connection with transactions carried out through of the Platform and the revenues generated by it. The steps to be taken to comply the legislative and regulatory requirements in this regard, which are based on various criteria according to the particular case of the Expert, are specified on the following websites:

- For tax obligations: [www.impots.gouv.fr](http://www.impots.gouv.fr)
- For social obligations: on [www.securite-sociale.fr](http://www.securite-sociale.fr).

**15.2** KICKLOX sends to the Experts, on the occasion of each transaction carried out through the Platform, a document by email including the above links to remind the Experts their tax and social security obligations relating to their activity and transactions.

**15.3.** In addition, KICKLOX shall send to the Experts each year, by 31 January at the latest, a document summarising the gross amount of transactions carried out through the Platform and received in the previous year.

The summary includes the following informations:

- The date of issue of the said summary;
- KICKLOX's identification (full name and address) as well as its SIREN and number; - KICKLOX's name and address of intra-Community VAT;
- The full name and e-mail or postal address of the Expert as well as his SIREN and/or intra-Community VAT number if it is a company ;
- The number of transactions carried out, and
- The total amount of the sums received by the Expert on the occasion of the transactions through the Platform (in addition to the commission received by KICKLOX on the transaction).

## 16. Insurances

**16.1.** The Client and the Expert declare that they have taken out an insurance policy, with a insurance company known to be solvent, for the consequences of their liability professional indemnity for any damage resulting from the performance hereunder and more of their overall activities. They each undertake to maintain this policy in force. during the entire duration of the Client's Project and to be able to justify this to the other Parties upon request.

**16.2.** In addition, it is specified that KICKLOX has taken out an insurance contract with AXA having to cover the pecuniary consequences of professional civil liability the Expert's responsibility because of bodily injury, material and immaterial damage to the Clients or to any other third party, as a result of faults, errors, omissions or negligence committed by him or her

during the implementation of the Project. The insurance policy comes into force as of acceptance of the Proposal by the Client.

**16.3.** The Expert accepts the conditions of application of the insurance policy taken out by KICKLOX with AXA. The Expert declares that he has taken note of the fields and areas of applications, as well as the particular conditions of the application.

**16.4.** KICKLOX shall not be held liable in the event of non-application of the policy. AXA to any damage whatsoever. The Expert also acknowledges that he is free to take out his own policy professional indemnity insurance in his name and on his behalf, if he wishes in particular to extend the geographical scope and/or of the guarantees covered by the AXA policy taken out by KICKLOX.

## 17. Intellectual Property

**17.1.** KICKLOX holds all the rights to commercially exploit all the elements of this website. of the Platform and the Site, in particular all related intellectual property rights which the Users

expressly acknowledge, with the exception of the elements provided by the Users linked to the content of the Platform (texts, graphics, images, sounds, videos, maps...), technical and functional diagrams, manufacturing files and folders, logos, trademarks provided by the Users in connection with the Client's Project) for which the latter consent to a license to KICKLOX for the purposes hereof. KICKLOX does not grant any right to property to the Users on the Platform but only the right to use it in accordance with the terms of the GTCU.

**17.2.** The Experts declare and warrant that they own the rights to all the rights relating to all their creations made available to Clients through the Platform and that they are free to use them to enter into related assignments of rights with them. Use of the Service and the payment of the sums due to the Expert entails the exclusive transfer of the rights to the Client for the entire world and for the duration of the legal protection of the creations under the terms of the applicable law and international conventions on literary and artistic property which are or will be in effect, including any extensions that may be made to the term of protection. The rights concerned relate to the Deliverable as handed over to the Customer and concern the rights of reproduction on any digital medium and of representation by any means of means (excluding the rights of adaptation, translation, modification or creation of derivative works). With regard to any computer development, the rights relate to the executable code. Special provisions for the assignment of rights may be provided for by the Customer within the framework of a Company Subscription or be the subject of a separate deed from the concluded directly between the Client and the Expert.

**17.3.** Users shall refrain from infringing intellectual property rights relating to the elements of the Platform protected by an intellectual property right and in particular, to reproduce, represent, modify, adapt, translate, extract and/or reuse a qualitatively or quantitatively substantial part.

## 18. Confidential Informations

**18.1.** As soon as they register on the Platform, each User undertakes to maintain the Confidentiality of all "**Confidential Information**" as defined below by the other party User, to which he would have access or of which he could have knowledge in the context of the execution of the Project. Users agree that the following are considered as Information Confidential: (i) all information, analyses, studies and other documents in any form whatsoever in any form whatsoever, relating to the content of discussions between Users or of the Customer, (ii) methodologies, products, tools and IT developments, materials, industrial models, know-how and financial, ethical and economic data, technical, commercial or other information such as, in particular, any information relating to the management, commercial operations and administrative, financial and marketing activities; (iii) other information identified in writing as confidential by one of the Users.

**18.2.** In view of the foregoing, Users agree not to exploit or use any of their personal information for any other purpose communicate Confidential Information only for the purposes strictly necessary for the good execution of the Project, and this with the agreement of the other User.

Communication to a third party (other than an employee or subcontractor) is subject to the entering into a confidentiality undertaking containing this provision. The Users are committed, within the meaning of Article 1204 of the Civil Code, to respect by their employees, agents, consultants or subcontractors, of the confidentiality undertaking described above.

Users may always sign by mutual agreement a commitment of confidentiality among themselves, according to their own model or according to the model made available to them on the site by KICKLOX.

**18.3.** The obligations provided for in this article do not apply to Confidential Informations:

- Which were known by the User prior to the use of the Service;
- Which were in the public domain at the date of their communication;
- which has been communicated or may be communicated to a User by a third party without breach of confidentiality;
- Which are publicly available by publication or other means of communication, unless this is the result of a breach of this obligation of confidentiality; or
- Whose disclosure is required by law or an administrative or judicial decision.

**18.4.** All physical media containing Confidential Information are and remain the property of the User who communicates them and will be returned without delay to the User's owner in the event of early termination of the Project, or destroyed, against delivery of a written certificate. No reproduction or use of any kind is permitted without written agreement and of the User concerned.

## 19. Personal data

**19.1.** KICKLOX collects certain information and data from the Users, including the name, address, telephone number and email address of the Users. first name, email address and phone numbers as well as the history of the Projects (the "Data"). The collection of this Data is subject to the consent of the Users. The information and Data collected are necessary for the proper execution of the Service, the management, implementation and monitoring of Projects, as well as for internal statistical purposes, and are not used for any other purpose. used only for these purposes.

**19.2** In accordance with the French Data Protection Act, Users have the right to access, modification, deletion and rectification of Data and processing operations that are relevant to them. The User should write to [contact@kicklox.com](mailto:contact@kicklox.com) indicating his surname, first name, e-mail and customer reference.

**19.3.** With regard to the nature of the Data and the risks existing as a result of their processing, KICKLOX undertakes to take all necessary precautions to preserve their safety and security and to in particular to prevent them from being distorted, damaged, or otherwise interfered with by third parties authorized personnel have access to it.

**19.4.** The Data will be transmitted to the Users within the framework of the Service, and this in the strictly necessary and for the sole purpose of the proper performance of the above-mentioned tasks.

**19.5.** Should personal data be collected in the event that personal data are collected in the Project, Users acknowledge that in this configuration they will be jointly responsible for Data processing with KICKLOX, in the sense of the law n°78-.17 of 6 January 1978 and its subsequent amendments (the "**Loi Informatique et Libertés**"). As such, the Parties undertake to comply with the applicable regulations relating to the Data.

## 20. Legal Notice

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## 21. General provisions

**21.1 Amendment - Nullity.** KICKLOX reserves the right to modify the GTCU at any time, the functionalities of the Platform or the operating rules of the Service and in particular to offer new services, free or paid, on the Site and/or on the Platform. The modification will take effect immediately upon posting of the GTCU online and acceptance by the Users. Any provision of the TCGU.

**21.2 Force majeure.** The liability of either Party may not be sought for if the performance of one of its obligations is prevented or delayed due to a case of force major as defined by case law.

**21.3 Assignment of the contract.** The User agrees not to transfer the GTCU and/or any rights and to a third party by any means and in any capacity whatsoever, except for the following prior written agreement of KICKLOX, including in the event of a change of control direct or indirect as defined in Article L. 233-3 of the French Commercial Code.

**21.4. Non waiver.** The fact, for one of the Parties, of not claiming the application of any of the provisions of the Contract or to acquiesce in its non-performance, whether it be to permanent or temporary, shall not be construed as a waiver of the rights of the rights which it derives for it from the said provision.

**21.5. Commercial reference.** KICKLOX is expressly authorized by the Users to use and/or reproduce the company name, trade name, logo and trademarks of the Users, and where appropriate the group to which they belong, as a commercial reference on any medium or on any occasion for marketing, commercial or advertising purposes.

**21.6. Applicable law and jurisdiction.** The GTCU are subject to French law. All disputes to which they may give rise, or which may be the result or consequence thereof, will be submitted, in the absence of an amicable agreement between the Parties materialized by the signature of a Memorandum of Understanding within 30 days following notification by one of the Parties of the dispute referring to this provision, to the exclusive jurisdiction of the Commercial Court of PARIS.

**Version in force on 14 JANUARY 2020.**