

TERMS AND CONDITIONS

(Last update: November 15, 2021)

Article 1 – LEGAL NOTICE

GOOD OPINION LTD, company number 13710152, incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is 71-75, Shelton Street, Covent Garden, WC2H 9JQ LONDON in England and Wales, represented by Mr Raoul ALVAREZ and MR Palata AZIMBO.

(Hereinafter referred to as the "Seller").

The Site is hosted by Infomaniak Network SA located rue Eugène-Marziano 25, 1227 Genève - SUISSE, (telephone: +41 22 820 35 44).

The Publishing Director of the Site is AZIMBO Palata.

The Service Provider's Customer Service can be contacted:

- At the following number [+44 \(0\) 2 080 810 945](tel:+4402080810945) at the following times: Monday to Saturday, 6 am to 2 pm.
- By email : contact@good-opinion.com

Article 2 – SCOPE

The purpose of these general conditions of service (the "General Conditions") is to define and govern the contractual relationship between the Service Provider and any professional (a "Client") who has created an account and wishes to benefit from the services offered on the Site.

The provision of the services offered to Customers on the Site is subject to the prior acceptance without restriction or reservation of these General Conditions.

The General Conditions are made available to Customers on the Site where they can be consulted directly and can also be communicated to them on request by any means.

The General Conditions are applicable notwithstanding any stipulation to the contrary appearing in all documents issued by the Customer, and in particular in his general conditions of purchase.

The General Conditions are applicable subject to any stipulation to the contrary appearing in the order form or to special conditions, where applicable, concluded between the Company and the Customer concerned.

Article 3 – DESCRIPTION OF SERVICES

The purpose of the Site is to provide the following services online :
Customer reviews management service.

(hereinafter referred to as the "Services").

The Services presented on the Site are each the subject of a description mentioning their essential characteristics. This description may include descriptions, photographs and graphics which are provided for illustrative purposes only and may be modified / updated on the Site.

Article 4 – REGISTRATION CONDITIONS

Any Customer wishing to fully benefit from the Site and the Services must:

- Have full capacity and act for strictly professional purposes;
- Create your personal space on the Site by filling in the different fields of the account creation form (name, RCS number, name / first name of the referent, email address, phone number, etc.);
- Confirm their acceptance of the General Conditions;
- Confirm their registration.

Access to the Services is possible from a computer, smartphone or tablet by connecting to the Site.

Use of the Services requires a broadband internet connection and mobile internet connection where applicable.

Customers are responsible for setting up IT and telecommunications resources to access the Site.

The Services are only accessible from one connection at a time.

When creating an account with email, the Customer is invited to choose a password, which guarantees the confidentiality of the information that will be contained in his account.

For the purpose of validating the registration, the Service Provider sends the Customer a confirmation email to the email address provided by the latter. The Customer then activates his account by clicking on the hypertext link provided for this purpose in the confirmation email.

Each Customer guarantees the sincerity and accuracy of the information provided for the purposes of his registration, undertakes to notify him of any subsequent modification and guarantees that said information does not infringe the rights of third parties.

The Customer can modify this information, username and password from his account on the Site.

The Customer agrees not to disclose or transfer his account, usernames and passwords and is solely responsible for their use until they are deactivated. He must immediately inform the Service Provider of any loss or unauthorized use of his account.

The Service Provider reserves the right to delete the account of any Customer who has provided incorrect information.

Article 5 – ORDERS

Any Customer wishing to benefit from the Online Services on the Site must:

- Connect to your Customer account;
- Select the Services he wishes to subscribe to;
- Confirm their acceptance of the order for the Services;
- Fill in the various fields of the Customer order form (last name, first name, address, email address, date of birth, telephone number, etc.);
- Choose your payment method;
- Confirm their acceptance of the General Conditions;
- Make payment for the Services.

Unless expressly provided on the Site, the Customer may not modify his order after having validated it, which will be firm and final.

Upon receipt of payment for the Services included in the order, the Service Provider will send the Customer an order confirmation email to the email address provided by the latter.

The order confirmation email summarizes the essential characteristics of the Service (s) ordered, the total price, and any other relevant element. This email will also indicate a tracking number for the Customer's order.

By placing an order on the Site, the Customer expressly accepts that the Service Provider sends him an invoice electronically. However, he may obtain a paper invoice by sending his request to Customer Service.

To fight against fraud, the Service Provider or its payment or delivery providers may need to request additional supporting documents from the Customer or establish contact with the latter, at the time of acceptance and / or dispatch of the order. In the event of an unjustified refusal by the Customer to provide the information and / or supporting documents requested, the Service Provider reserves the right to not accept or cancel the order without this being the subject of any dispute.

The Service Provider also reserves the right not to accept or cancel the order of any Customer who has provided incorrect information, who does not proceed to payment for the Services, with whom there is a dispute relating to the payment of a previous order or which would present an abnormally high order level.

Article 6 – PRICING CONDITIONS

The Services are provided at the Service Provider's rate in force appearing on the Site on the day of the order, expressed in euros excluding tax.

The Services are payable in cash on the day of the order.

However, the Service Provider reserves the right to modify its prices at any time for any Services which may be subscribed to after this modification.

Article 7 – PAYMENT METHODS

The Customer expressly acknowledges that any order placed on the Site is an order with an obligation to pay, which requires the payment of a price against the provision of the Service ordered.

The Site uses the Stripe online payment solution.

Orders can be paid using one of the following payment methods :

- Payment by credit card. Payment is made directly on Stripe's secure banking servers, the Customer's bank details do not pass through the Site. The bank details provided during payment are protected by an SSL (Secure Socket Layer) encryption process. Bank cards issued by banks domiciled outside France must be international bank cards. Payment via these bank cards is made in cash, without discount
- Payment by bank transfer. The Customer can pay for his order by bank transfer. When ordering, the Service Provider will provide the details of the account to which to make the transfer, as well as the order reference to be indicated in the transfer order.

Where applicable, the order validated by the Customer will not be considered confirmed until the Service Provider has been able to ensure the validity of the payment.

Article 8 – SERVICE PROVIDER'S OBLIGATIONS

The Service Provider undertakes to implement all the due diligence required for the performance of the Services and its obligations under these General Conditions and / or any other documentation that may be concluded with the Customers, in compliance with the legislative provisions and regulatory and third party rights.

The Service Provider declares that he has the skills, experience and means necessary to provide the Services, and will assume full responsibility both for the performance of the Services and for the organization of the work of his staff, if applicable.

In addition, the Service Provider strives to ensure access to and proper functioning of the Site 24 hours a day, seven days a week.

However, the Service Provider cannot exclude that access to and operation of the Site may be interrupted, in particular in the event of force majeure, malfunction of the equipment or the Internet network of Customers, failure of telecommunications operators, interruption of electricity supply, abnormal, unlawful or fraudulent use of the Site by a Client or a third party, decision of the competent authorities, or for any other reason.

The Service Provider also reserves the right to make to the Site and the Services all modifications and improvements of its choice related to technical development or proper functioning.

General and temporary interruptions to the Site and the Services will, to the extent possible, be notified via the Site before they occur, except when such interruptions are of an emergency nature.

Article 9 – CLIENT'S OBLIGATIONS

Each Customer undertakes to access and use the Site and the Services fairly and in accordance with the laws in force and these General Conditions.

The data and information communicated or put online by the Customers must be exact, sincere and loyal and will be communicated under their sole responsibility.

More generally, each Customer agrees to:

- Ensure compliance, in all circumstances, with legal, social, administrative and fiscal obligations applicable to their professional status;
- Not to modify, modify, during the execution of the Services, their nature or their terms of supply, except with the prior written consent of the Service Provider;
- Pay the price of the Services under the conditions provided for herein;
- Not to distribute content that is illegal or has the effect of reducing, disrupting, slowing down or interrupting the normal flow of data on the Site;
- Immediately report to the Service Provider any difficulty, reservation or dispute that arises during the performance of the Services or any abnormal, abusive or fraudulent use of the Site of which it becomes aware.

In the event that a Customer is responsible for an infringement of the legislation in force or an infringement of the rights of third parties, the Service Provider reserves the right to provide, at the request of any legitimate authority (jurisdiction, administrative authority, police services), all information allowing or facilitating the identification of the offending Client.

Article 10 – RECLAMATIONS

In the event of non-performance or defective performance of the Services, the Customer must notify the Service Provider and formulate his grievances and reservations within thirty (30) calendar days of the date on which he

becomes aware of them, in order to allow the parties to make their best efforts to reach an amicable settlement of the situation within thirty (30) calendar days of the Customer's initial notification.

In the absence of an amicable settlement under the aforementioned conditions and in the event of sufficiently serious non-performance by the Service Provider, the Customer may terminate the General Conditions under the conditions provided for in Article 17 and, if applicable, obtain damages from the Service Provider for the purposes of repair the damage suffered, the Customer waiving in advance to request a forced execution in kind of the Services by the Service Provider or a third party or a proportional reduction in the price, by express exemption from the provisions of articles 1221, 1222 and 1223 of the Civil Code.

Article 11 - RESPONSIBILITY OF THE PROVIDER

The Service Provider is bound by an obligation of means for the provision of the Services.

Each Customer declares to be informed of the constraints and limits of the Internet networks and may in no case be held responsible for the Service Provider for malfunctions in access to the Services, the opening speeds and consultation of the pages of the Services, the temporary or permanent inaccessibility of the Services or fraudulent use by Customers or third parties of the Site.

The responsibility of the Service Provider can no longer be engaged:

- In the event of a breach of any obligation resulting from a fortuitous event or an event of force majeure within the meaning of article 1218 of the Civil Code, including, but not limited to, unforeseeable events such as strikes, work stoppages, social unrest, factory closures, floods, fires, production or transport failure not due to personal causes, supply disruption, wars, riots, insurrections and more generally any circumstance or event preventing the Company to properly perform its obligations;
- In the event that the information, data, instructions, directives, materials or media communicated by the Customer are erroneous or incomplete, and more generally in the event that the non-performance or defective performance of the Services results in all or part of the behavior, a breach or deficiency of the Client;
- In the event that certain services or functions are not accessible on the Site due to the deactivation by a Customer of cookies via the interface of the browser software;
- In the event that the functionalities of the Site prove to be incompatible with certain equipment and / or functionalities of a Customer's computer hardware.

Each Customer is also responsible for the content and information imported, stored and / or published on the Site and undertakes not to employ any technical measure of such a nature as to allow the circumvention of the technical protection measures put in place by the Service Provider with a view to to avoid any fraudulent use of the Site and the Services.

Each Customer also takes under his sole responsibility all the measures likely to ensure the integrity and the safeguard of all his data, files and documents and waives the responsibility of the Service Provider in the event of damage to the data, files or any other document that it could have entrusted to the Service Provider in connection with the use of the Site and / or the Services.

More generally, each Customer also undertakes to guarantee the Service Provider against any complaint, claim, or opposition and more generally against any procedure that would be formed against him due to the use that would have been made by the Customer of the Site or services.

In any event, the Service Provider does not incur any liability for any indirect or immaterial damage or prejudice such as financial damage, loss of opportunity, loss of profit, loss of contract, loss of order, loss of customers, loss of 'exploitation, prejudice or commercial disturbance or prejudice of image, which could result from the defective provision or the absence of provision of the Services.

The liability of the Service Provider may not exceed an amount equal to the price excluding tax received from the Customer for the provision of the Services during the last twelve (12) months.

In accordance with the provisions of article 2254 of the Civil Code, any legal action by a Client against the Service Provider is affected by the limitation period at the expiration of a period of one (1) year following the date on which the Customer concerned has had knowledge or is presumed to have had knowledge of the harmful event.

Article 12 – RECORDING SYSTEMS

The computerized registers, kept in the IT systems of the Service Provider and its partners under reasonable security conditions, will be considered as proof of communications and actions by Customers and the Service Provider. The archiving of these elements is carried out on a reliable and durable medium so as to correspond to a faithful and durable copy within the meaning of the applicable regulations.

Each Client recognizes the evidential value of the Site's automated recording systems and declares that it waives its right to contest them in the event of a dispute.

Article 13 – PERSONAL DATA

You expressly accept the use of your contact details for sending reports, deliveries, productions, reminders and newsletters.

Article 14 – HYPERTEXT LINKS

The hypertext links available on the Site may refer to third party or partner sites. They are provided solely for the convenience of the Customer, in order to facilitate the use of resources available on the Internet. If the Customer uses these links, he will leave the Site and will then agree to use third-party sites at his own risk or, where applicable, in accordance with the conditions governing them.

In any event, the existence of a hypertext link to the Site from a third-party site or on the Site to a third party or partner site cannot engage the liability of the Service Provider for any reason whatsoever and in particular as to the availability, content and products and / or services available on or from this third party or partner site.

The Customer is not authorized to create on a third-party site one or more hypertext links linking to the home page of the Site or to its profile page, except with the prior written authorization of the Service Provider.

Article 15 – INTELLECTUAL PROPERTY

The Service Provider is the sole owner of all the content present on the Site, in particular and without limitation, all texts, files, images, animated or not, photographs, videos, logos, designs, models, software, brands, visual identity, database, Structure of the Site and all other elements of intellectual property and other data or information which are protected by French and international laws and regulations relating in particular to intellectual property.

Consequently, none of the contents of the Site may be modified, reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, broadcast, represented, stored, used, rented or exploited in any other way, in whole or in part, free of charge or against payment, by a Client or by a third party, whatever the means and / or media used, whether known or unknown to date, without the prior written authorization of the Service Provider, and the Customer is solely responsible for any unauthorized use and / or exploitation.

In addition, any extraction, integration, compilation, or use for commercial purposes of information contained in the databases accessible on the Site, as well as any use of software, robots, data mining systems and other collection tools data is strictly prohibited for Customers.

However, the Service Provider grants the Customers, subject to their compliance with these General Conditions, a non-exclusive and non-transferable right to access the content on the Site of which it holds full ownership, to download and print them in for personal and non-commercial use.

Article 16 – DURATION - SUSPENSION - TERMINATION

These Terms of Conditions are concluded for the duration of the provision of the Services.

The Service Provider reserves the right to suspend a Client's access to the Site and to the Services permanently or temporarily, in the event of a breach by said Client of its obligations under these General Conditions.

In addition, the Service Provider or the Client may terminate the General Conditions as of right early by sending a written notification:

- In the event of a case of force majeure as referred to in Article 11 above;
- After having notified the other party in the event of a serious breach by the latter of its obligations or under the applicable laws and regulations, which has not been remedied within fifteen (15) days (when can be remedied) following written notification indicating the nature of the breach and the need to remedy it.

Article 17 - CONFIDENTIALITY

During the term hereof, each party may read or receive confidential information, documents and / or data about the other party. As a result, each party undertakes, both in its own name and on behalf of its employees for whom it is strongly committed, to preserve the strict confidentiality of all confidential information, documents and / or data of any kind relating to the results, activity or customers of the other party or any information received or obtained from a party within the framework of the contractual relations established.

This confidentiality agreement of the parties is valid, both for the duration hereof and for a period of two (2) years following their expiration or termination.

Article 18 - NOTIFICATIONS

Any written notification or summons required or permitted by virtue of the provisions hereof shall be validly effected if it is sent by letter delivered by hand or by hand against delivery receipt, by registered mail with acknowledgment of receipt, or by electronic mail (except in case of termination hereof), addressed to the contact details of the party concerned, each party electing domicile at its registered office.

Any change in the contact details of one party for the purposes hereof must be notified to the other party as provided above.

Notifications sent by hand or by hand will be presumed to have been made on their date of delivery to the addressee, as attested by the delivery receipt. Notifications made by registered mail with acknowledgment of receipt will be presumed to have been made on the date of their first presentation to the recipient's address. Notifications made by e-mail will be presumed to have been made on the date the e-mail was sent.

Article 19 - AUTONOMY AND ABSENCE OF WAIVER

If any of the stipulations of these General Conditions were declared null or inapplicable for any reason whatsoever in application of a law, a regulation or following a court decision that has become final, it will be deemed not written and the other stipulations would remain in force.

The fact that the Service Provider does not avail itself temporarily or permanently of one or more stipulations of the General Conditions shall in no case entail a waiver.

Article 20 – UPDATE

The Service Provider reserves the right to modify at any time and without notice the content or location of the Site, the Services and these General Conditions.

Any use of the Site or the Services following a modification made to the General Conditions will constitute acceptance by each Customer of said modifications. The most recent and current version of the General Conditions will always be available on the site.

When the changes made to the General Conditions are considered by them to be substantial, they will be brought to the attention of Customers by email and must be accepted by them when they next log on to the Site.

Article 21 - DISPUTES

Any disputes that may arise within the framework of the contractual relations established between the Client and the Service Provider must be resolved, as far as possible, in an amicable manner.

In the absence of an amicable settlement within a period of one month from the referral of one of the parties, all disputes to which the General Conditions could give rise, concerning their validity, interpretation, execution, termination, their consequences and their consequences, will be submitted to the court of London.

Article 22 - APPLICABLE LAW & CONTRACT LANGUAGE

These General Conditions and the operations resulting from them are governed by and subject to the law of the jurisdiction of the customer. They are written in French. In the event of translation into one or more foreign languages, only the French text will prevail in the event of a dispute.