

# GENERAL TERMS AND CONDITIONS

## 1. TRIPCONNEXION INFORMATION

TRIPCONNEXION is a simplified joint-stock company with a registered capital amount of 7593 EUROS, whose registered office is at 5, rue de Bonald – 69 007 LYON It is registered under the French Trade and Companies identification number 798 530 754 RCS LYON and is represented by Guillaume JORAND, its CEO.

TRIPCONNEXION consists of an online Platform that allows travel clients to be directly matched to relevant local travel experts (hereinafter referred to as the TRIPCONNEXION "Concept").

## 2. DEFINITIONS

### PLATFORM

Refers to the travel-matching online Platform (hereinafter referred to as the "**Platform**") made available on the TRIPCONNEXION website, which is hosted in France at <http://www.tripconnexion.com>, and may be accessed via mobile, tablet or computer application.

### YOU

Refers to any person who uses or has used the TRIPCONNEXION Platform and / or Services, and more specifically to any users who access the Platform and complete our registration process. **Use of the TRIPCONNEXION Platform and / or Services is conditioned to prior registration.** Depending on the selected type of registered account, Terms for opening an account on TripConnexion.com are detailed in sections 6 and 7 below.

### SERVICES

Designate additional Services offered by TripConnexion aside from the Services offered on the Platform.

More details about these Services are provided below as well as in the Platform.

## DATA

Designates all raw data, such as but not limited to, information, listings, protocols, studies, profile pages, images, videos, records, reports, charts, graphics, essays, documents, findings, etc., that we are likely to enhance your experience as a user of the Platform, as well as any information we make available, whether directly or indirectly, on the Platform.

### **3. PURPOSE AND LEGALLY BINDING CHARACTER OF THESE TERMS OF USE**

These Terms of use ("TOU") are **mandatory contractual provisions**.

**They specify the manner in which you will use the Platform and / or Services in whole or in part.**

**Please read the Terms of use carefully before using the Platform. By using the Platform or Services, you agree to be bound by these TOU.**

**Note that if you are in disagreement with any part of these TOU, it is your sole responsibility not to enter or use the Platform and to discontinue your use of any of its components and Services.**

**In your capacity as a law-abiding professional, you are deemed to read and keep a copy of these Terms.**

**We therefore recommend you read these Terms carefully and print a copy for your use.**

The Platform remains the full and exclusive property of its owners. No provision in these Terms shall in whatsoever manner imply a transfer of the Platform's property or exploitation rights.

### **4. MEMBERSHIP AND CONDITIONS OF ACCESS TO THE PLATFORM**

**4.1.** You must be at least eighteen (18) years of age or, where applicable, be a duly declared and registered corporation to use the Platform and / or Services.

You certify that you have the skills and equipment (computer, software, telecommunication means) required to access our Platform and its use, as well as our Services, and you will therefore personally bear all the costs related to this equipment (including telecommunication costs, etc.).

**4.2.** Registration is required to access the full functionality of the Platform and Services. Hence, You must provide Us the following information by e-mail: Your name, surname, date of birth, place of birth, nationality, place of residence or in the case of businesses, a SIRET number (if based in France), corporate form, capital, registered office, registered company identification number and corporate legal representative, etc. to [info@tripconnexion.com](mailto:info@tripconnexion.com).

**The Platform is accessible for use only if the appropriate procedures for registration have been followed, unless this has otherwise been stated in a separate agreement.**

Within this context, you declare and certify that:

- all information provided by you is complete, accurate and precise,
- you will maintain your information updated, complete and accurate,
- Your use of the Platform and Services does not and will not violate public order, morality, laws and regulations.

Once the registration procedure has been completed you will receive a username and password. These will grant you access to the Platform via your account. **Your username and password are strictly personal and must be kept private.** Both are required to connect to and gain access to the Platform's Services. You are solely responsible for the use of your account.

We strongly recommend that you avoid using the Platform and / or Services through a captive portal and that you always ensure that you have closed your session with us before leaving a public computer.

We hold the right to disable and / or remove any account that, despite our expressed request, features information that is erroneous, incomplete or inexact.

**4.3.** You hereby agree to fully avoid using the account, username or password of another Platform user. You will notify us of any unauthorized or suspicious use of your account or of any fraudulent access to your password.

**4.4.** You may only create one account on the Platform.

**4.5.** Aiming to offer you a seamless Platform experience may require that we fix possible bugs, install updates or perform diagnosis or maintenance procedures related to the Platform and/ or its Services. This might make the Platform, its Services and/ or their operation partially or temporarily unavailable. TripConnexion will not be held liable for any of the aforementioned situations.

TripConnexion also holds the right to intervene in an emergency or to suspend access to its servers if required. In this case, we will do our best to make the Platform and / or Services available again as soon as possible, within reasonable possibility, being held by obligation of means.

TripConnexion may also abandon, modify or delete the Platform and / or any part of its Services. These aforementioned actions will not engage our liability if you have been provided prior notice of these modifications.

## 5. MEMBERSHIP

In order to access and use the Platform and Services, you have to sign up for a membership (hereinafter referred to as the « Membership »). The Membership Terms are presented below:

Membership : the amount due will be paid whether in full on the day of registration or with direct debit every month before the 10 of each month until the end of the Membership.

Your Membership is established for one year and allows you:

- To receive travel requests made on our website <http://www.tripconnexion.com>. Travel requests dedicated to one of our partners in particular (i.e. coming from a profile page or a specific tour program) are only forwarded to that partner. Travel requests coming from our general form can be forwarded to a maximum of three partners. Most of time we do not exceed two partners.

We try to choose the best match between our partners and the traveler's requirements and expectations. If several different partners are likely to correspond to the traveler's expectations, our staff are in charge of distributing travel requests impartially. We always do our best to forward the same amount of general travel requests every month to partners covering the same destination.

Our staff systematically check each travel request before forwarding it: we always call travelers to refine their travel plan when it does not seem accurate. Afterwards the travel request is forwarded to the corresponding partner(s). TripConnexion will not view or monitor conversations between our partners and their travelers.

- To acquire a higher visibility through your different pages: profile pages, tour programs, articles. Each page will be linked back to your own website to optimize your SEO performance. Any content can be promoted on our social networks or in our newsletters.
- To promote articles about your Services and agenda on our Platform (in established limits and conditions), for one establishment in the legal sense of the term (individually identified under a SIRET number). These limits are defined as follows: only two tour programs (previously sent by you) will be put online on the Platform every month. No publication limit shall be imposed when our partners will access and use the back office themselves when this functionality is implemented.

To validate your TripConnexion Membership, you must complete and send us a written Membership application which we will send to you upon request via the address [info@tripconnexion.com](mailto:info@tripconnexion.com). This application form is also permanently available in the online Platform's page footer.

It is possible to initiate a Membership registration procedure through the TripConnexion online portal. This Membership request will however require the completion of the aforementioned application form to be fully considered.

Regardless of the Membership plan you have selected, you agree that we reserve the right to refuse your Membership application, after collecting your information and any additional clarification, in relation to any or all of our pre-qualification criteria, such as, but not limited to, criteria stated in the footer of the Platform.

You further agree that we hold the right to terminate your current Membership, on the grounds of your exclusive fault, if you are unable to comply with the agreed Membership criteria. Termination of your membership with TripConnexion shall not result in compensation for you whatsoever, notwithstanding the fact that it might result in compensation for us in reparation for any corresponding damage or harm suffered by TripConnexion, compensation which may include bearing the cost of legal and consulting fees.

Each Membership is automatically renewed for successive periods equal in length to their initial term.

Membership prices and rates are net amounts, excluding taxes and management fees, which are charged extra. All Membership plans are payable in advance on the date of registration, or by monthly instalments, between the 1st and the 10<sup>th</sup> day of each month until the end of the Membership period.

In the case of online payment, you agree to provide any information requested from you throughout the payment procedure, such as valid and accurate bank details. Our online payment procedure requires that we collect your bank details. We do not keep or store your payment information. Only payment service providers are legally authorized to store your banking information.

Failure to receive payment may result in us (without prejudice to any other action):

- Deleting or blocking your account and consequently your access to the Platform, and / or
- Charging late payment interest at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points. In addition, in case of overdue payment, you shall be liable towards us ipso jure upon the payment due date featured on the invoice and without the need for us to provide formal notice, of a lump sum payment of forty (40) euros per overdue invoice to cover recovery costs (Article D. 441-5 of the French Commercial Code). When recovery costs incurred exceed the amount of the lump sum payment, TripConnexion shall be entitled to an additional payment subject to the provision of appropriate documentation establishing such additional costs (Article L.441-6 paragraph 12 of the French Commercial Code).
- Terminating your current Membership without compensation issued to you. Upon termination, TripConnexion will not refund any amounts that you have already paid, without prejudice to any other legal actions this may incur.

You can inform us via [info@tripconnexion.com](mailto:info@tripconnexion.com) of your intention to stop your Membership renewal at the end of a Membership term. This will take effect if we have received your request within a notice period of fifteen (15) days in advance.

Any notice received beyond this notice period cannot be considered valid and may result in your Membership being renewed for a further term. All Membership plan costs are due in full once a Membership term has started. You hereby agree, through the use of our Platform and / or Services, to adjust to these Terms.

## **6. "GROUP" MEMBERSHIP**

**Concerns the memberships predetermined and agreed upon with the TRIPCONNEXION Team**

For the purpose of these Terms and conditions, "Group" strictly designates an entity gathering several legally identified organizations (identified individually by a SIRET number if located in France or a company registration number if located abroad, and comprising a main organization, secondary organizations and subsidiaries, branches, sites, etc.) to form a global service structure. In this case, a Membership plan is registered for the global structure as an entity comprising your organizations or, collectively, several organizations belonging to one same global structure. Each Group Membership in this case is solely valid for one global structure, excluding any other, depending on the number of organizations involved.

In the case of a multinational global structure gathering various organizations (main organization, secondary organizations and subsidiaries, branches, sites, etc.) operating within one country, the registered entity will not be considered as a national organization. Each organization will be considered independently (main organization, secondary organizations and branches, sites, etc.) of the global structure it belongs to within a given country.

The GROUP shall remain the sole registered entity in a "GROUP" Membership plan, allowing its organizations to use and access the Platform and its Services

If you wish to be included in a Group Membership in view of benefiting from it, you must follow the Platform's registration procedure and each Group partner shall be registered for one corresponding individual account.

If you use the Platform through a GROUP Membership you certify that you will follow the Terms of this contract. The entity who has registered the Group Membership will have no influence upon your compliance with Membership duties and obligations.

You may only belong to one GROUP.

A GROUP Membership allows access to the Platform and its Services within the limit of the Terms specified for a GROUP Membership.

TRIPCONNEXION will not in any way be held liable for the admission or rejection of an organization within a GROUP Membership or for the relationship existing between partners belonging to one TRIPCONNEXION GROUP.

## **7. PLATFORM USE AND SERVICES**

Our Platform and Services are provided in the present state and to the extent of our technical possibilities. Accordingly, you agree to the following statements:

- We do not guarantee that the Platform or Services will be available without interruption, or without errors, and we do not guarantee the safety and quality of our Platform or Services
- We hold no control over the use of our Services and shall therefore not be held responsible for data deletion or other events resulting from the use of our Services
- We may not be held responsible for loss of data or for any improper or unauthorized use of the Platform's stored or published content
- We cannot be held responsible for any damages, whether direct, indirect, physical or other, arising from your use of our Services via the Platform
- Generally speaking, we cannot guarantee nor promise any particular result entailing from the use of the Platform, just as we are unable to guarantee protection against the inherent risks incurred upon the use of our Services

## **8. LIABILITY**

In no event will TripConnexion, our directors, shareholders, administrators or staff be held responsible or liable by you or any other person affected by our Platform and / or Services for any damages, including but not limited to, any direct, indirect, special or punitive damages, arising from the use of our Services and / or of the Platform, or any other damages arising out of (I) unavailability of Platform and / or Services, or (II) any technical difficulties affecting the Platform and / or Services or (III) inability to use the Platform and / or Services, in whole or in part, or (IV) any errors, malfunctioning, omissions, defects, safety, flaws; or (V) unauthorized or altered access to the Platform and / or Services and their resulting content, or (VI) any other deficiency on our part, even if we have been warned of the possibility of such damages, and this, regardless of the action involved (contract execution, civil action or otherwise), or (VII) the use of data resulting from the use of the Platform and / or Services. If you are dissatisfied with the Platform and / or Services, or if you do not agree with these Terms of use, you must immediately discontinue your use of our Platform and / or Services and request the cancellation of your account.

In the case of jurisdictions that do not recognize the aforementioned exclusions or limitations of liability resulting from the use of the Platform, and / or Services, all above exclusions shall not apply.

You additionally agree to not hold us responsible or liable for any information made public through the use of the Platform and/ or Services, particularly in the case of false, incomplete, illicit or inaccurate data submitted by you. Furthermore, we are not to be held responsible for any complaints or requests resulting from your use of the Platform and / or Services, from any breach of any of the provisions featured in these Terms, including any claims regarding the violation of intellectual and industrial property rights, image rights, defamation, harassment or invasion of privacy or fraud.

## **9. COMMERCIAL SITES AND THIRD PARTY ELEMENTS**

**Given its purpose, our Platform contains elements and / or links referring to outside websites managed by entities that are independent from TripConnexion and that are beyond our control.**

**We therefore shall not be held responsible for any elements featured in such websites. The presence of these elements and links on our Platform do not under any circumstances imply approval of their content by TripConnexion. We will additionally not be held responsible for any modification or update concerning these elements and websites.**

**We will not be held responsible for the transfer of data through these websites or in the case of these websites malfunctioning.**

**You are solely responsible for any transaction carried out with any third parties through our Platform, including but not limited to, ordering, delivery and / or payment of goods and Services.**

## **10. SERVICES**

Services designate any complementary Services offered to you by us beyond the Platform. If you wish to benefit from these Services, send us an e-mail!

## **11. YOUR OBLIGATIONS**

**You commit to the following TRIPCONNEXION Terms.**

You are solely responsible for your use of the Platform and, where applicable, the Services.

We have no control over stored or public content featured in the Platform and will therefore not be held responsible for the same.

You hereby agree to refrain from engaging in acts of any nature whatsoever which would be contrary to applicable legislation and regulations of the French Republic and / or which would affect public order or the rights of a third party through the use of our Platform and / or Services.



In this same manner, you hereby certify that any information sent by you through e-mail to [info@tripconnexion.com](mailto:info@tripconnexion.com) is complete, accurate and exact.

Moreover, without the following list being exhaustive, you hereby agree to refrain from:

- using the Platform and / or Services for purposes other than what is deemed normal use or engaging in disproportionate use of the Platform and / or Services
- Publishing, transmitting, diffusing or making available on or through the Platform, any content that might constitute, but is not limited to, defamation, insults, threats, blackmail, harassment, incitement to violence, racial hatred and generally to commit any crimes and offenses; the spreading of false news or financial information covered by professional secrecy, as well as any content intended to represent or sell any objects and / or products, software, content prohibited by law or infringing third party rights; undermining justice; invasion of privacy, violating the protection of personal data and the confidentiality of correspondence; denying crimes against humanity or genocide; disclosure of information covered by professional secrecy or the right to privacy; or any act that may endanger minors particularly through the manufacture, transmission, dissemination or accessibility of messages of a violent or pornographic nature to undermine human dignity or which may be likely to enable the manufacture of explosives,
- Attempting to mislead travelers and / or advertisers, impersonating or harming the image or reputation of others,
- Falsifying data, messages or documents, message headers or identification or login data or manipulating an ID in any way via the Platform in order to disguise where content is originating from,
- Infringing intellectual property rights (especially in the case of software, databases, images and texts) or other property rights,
- Knowingly uploading, displaying, transmitting, distributing, diffusing or making available any content constituting or containing computer viruses or any other computer code or programs designed to interrupt, destroy, divert or limit the functionality or performance of any software, computer, electronic communications service or tool, etc.
- Directly or indirectly downloading any data published online by us and made available to You on the Platform, except for data that has been specifically indicated to be made available for download,
- Disrupting, slowing down, stopping or altering the normal flow of data through the use of the Platform, modifying or altering or otherwise acting with an equivalent disruptive effect upon the Platform's operation,
- Posting, indicating or disseminating information or content under any form whatsoever that may have the effect of altering, disorganizing or preventing the normal use of the Platform and / or Services and which may stop / or slow down normal data flow,

- Posting, indicating or distributing information or content under any form whatsoever that incorporates links to third party websites that are illegal and / or immoral,
- Acting unfairly towards us, in particular, to damage in any manner whatsoever our image or reputation, or the Platform and / or Services that we have made available to our members.

## 12. INTELLECTUAL AND INDUSTRIAL PROPERTY - COPYRIGHT

**12.1.** The TripConnexion Concept, including all elements composing the Platform, is and remains the exclusive property of its owners: TripConnexion.

None of these Terms of use and nothing in the right to access the Platform and / or Services shall imply any right of transfer of any intellectual and / or industrial property rights or the authorization to use the Platform and / or Services in any manner that has not been specified in these Terms. TripConnexion remains the sole owner of the Platform's property rights as well as any other rights related to the elements that compose the Platform.

You will therefore refrain from claiming any rights on the TripConnexion concept or any other resulting intellectual and / or industrial property rights. You hereby refuse to cause prejudice in whole or in part, directly or indirectly to said property rights.

*Without limiting other provisions included in these Terms, the name "**TRIPCONNEXION**", the logos, website, domain names, other names, and all other trademarks and / or trade names contained in the Platform are **trademarks, trade names or service marks owned by us** (collectively referred to as "**Brands**"). You hereby agree not to display or use in any manner, any of these Brands without our prior written consent.*

**12.2.** The content of the Platform, including sounds, images, photographs, videos, written elements, text, animations, programs, graphic design, utilities, databases, software, etc. constitutes data that is property of its owner and is protected by the provisions of the Law of intellectual property. The Platform and its content are protected under French Intellectual Property Law, including copyright, design and model intellectual property law and trademark law. All rights reserved.

All other third party brands, service brands, logos and trade names featured in the Platform remain the sole property of their respective owners. No transfer of intellectual property rights related to these Brands will be granted through these Terms of use or through any other provision featured in the Platform. All rights related to the use of Brands are reserved to their respective owners.

**12.3.** You hereby agree to refrain from publishing online or offline, downloading, integrating, registering, sending, transmitting or making available any content that would infringe copyright, trademarks, brands, confidential business information or other intellectual or industrial property rights. You namely agree not to download any data made available online or through the Platform, either directly or indirectly, with the exception of data that has been expressly indicated to be made available for download. You agree to respect all third party intellectual property rights, regardless of their form, namely any computer code (HTML, CSS, JavaScript, etc.)

**12.4.** If you suspect your rights have been infringed, you must notify us at the soonest by sending an e-mail to [info@tripconnexion.com](mailto:info@tripconnexion.com), who will seek to apply appropriate measures within its competence. In this case, we hold the right to request complementary information from you, namely identifying your rights in order to verify whether there has been a violation of said rights. You hereby agree to respond with the relevant information requested by us.

### **13. DATA AND INFORMATION PROPERTY RIGHTS**

All data made available on the Platform remain our sole property or the property of our partners, who remain the holders of their rights, status and interests linked to such property. No transfer of the property rights related to data will be granted through these Terms of use or through any other provision featured in the Platform. You hereby agree to abide by these rights.

You hereby agree to refrain from copying, reproducing, republishing, downloading, deleting, displaying, transmitting or distributing through any means said data and information, whether in whole or in part. You hereby agree to refrain from publishing online or offline, downloading, integrating, registering, sending, transmitting or making available any content that would infringe copyright, trademarks, brands, confidential business information or other intellectual or industrial property rights. You hereby acknowledge that this data may include information that belongs to third parties and you hereby agree to abide by the resulting intellectual property rights and to take any useful precaution that would be reasonably necessary in order to protect the private and confidential character of this data from any unauthorized use.

### **14. PRIVACY POLICY**

TRIPCONNEXION's privacy policy indicates the rules for the use and protection of your personal information within the Platform.

Our privacy policy applies to the use of the Platform and / or Services and therefore applies to all Platform users, you included. Our privacy policy is permanently available online at <http://www.tripconnexion.com>.

You are requested to read our Privacy Policy attentively before using the Platform and/or Services. By using the Platform, you agree without reservation to all obligations and rules mentioned in the TRIPCONNEXION Privacy Policy.

## **15. PERSONAL DATA ACCESS**

In accordance with applicable law, including the Law 78-17 issued on January 6, 1978 on Information Technologies, Data Files and Civil Liberties, and its implementing decree, the automated processing of registered personal data made through the Platform has been the object of a declaration to the French National Data Protection Authority (CNIL). **LAW 78-17 issued on 6 January 1978 states that you may at any time request access.**

**To your personal information in our possession and / or request the deletion or modification of said personal data. In accordance with articles 36, 39 and 40 of the data protection act, you may ask any information or data concerning you to be rectified, completed, clarified, updated or deleted.**

To claim your personal data access rights, you must contact:

TRIPCONNEXION - Personal Data Service  
5 rue de Bonald - 69 007 Lyon  
[info@tripconnexion.com](mailto:info@tripconnexion.com)

In order to improve the quality of our service and in order to be able to respond to your requirements, we may be required to collect your personal information, namely through the use of cookies and trackers. We will however not be held liable in the event of another user gaining access to and using your personal information.

Upon cancellation of an account and for any and all purposes, we may choose to keep and confidentially archive your personal information, remaining in compliance with current legislation. We consider your personal information to mainly include your first name and last name, user ID, e-mail addresses, images, photographs, videos, etc.

## **16. CLOUD SYSTEM**

**16.1.** Data and other information is made available on the Platform, in accordance with the data processing SAAS – Cloud system.

**16.2.** Through this system, no software installation is required to gain access to and use the Platform and / or Services.

**16.3.** No maintenance is required on your computer when using the Platform and / or Services. Platform and / or Service features are automatically updated on the Platform, without the need for you to download any additional elements.

## **17. PROHIBITED USE**

You agree to refrain from:

- Knowingly transmitting, receiving, downloading, using or reusing any data without prior authorization from the copyright holder, except for items expressly indicated as available for download on the Platform
- Using the Platform and / or Services in any manner that violates any local, national or international regulations
- Using the Platform and / or Services in an illegal or fraudulent manner, or for illegal or fraudulent purposes
- Using the Platform and / or Services to send or facilitate the transfer of unsolicited or unauthorized advertising or promotional material;
- Using the Platform and / or Services to deliberately disseminate any material that contains viruses, trojans, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of our Platform and / or Services.

In the case you have received a request for information and provided data that has infringed or violated any of the provisions featured in these Terms of use, we reserve the right, at any time and without limiting any other action, at law or in equity, to: (I) refuse to allow you access to the given information, (II) permanently remove the information, (III) delete or suspend your

faulty account and / or (iv) use any technological, legal, functional or other means at our disposal to ensure the enforcement of the provisions included in these Terms, including without limiting any other action, the blocking of IP addresses or the deactivation of your account on the Platform.

## **18. GUARANTEES**

You expressly agree to use the Platform and / or Services at your sole risk. Any data or information obtained through the use of the Platform and / or Services is provided "in the present state" and is "made available" without any warranty, representation, condition, undertaking or term - express or implied - statutory or otherwise - including, without limitation and without engaging our liability, namely in cases of materiality, restriction, quality, durability, performance, reliability, non-infringement or violation of copyright and adaptation to a given use of the Platform. All such guarantees, representations, conditions, commitments and Terms have been excluded from these Terms of use. To the extent that the current law permits, TripConnexion does not guarantee that: (I) the Platform and / or Services will meet your requirements, or that (II) the Platform and / or Services shall function without interruption, slowing down, safety or quality concerns or that (III) the server or any information made public via the Platform or the Services will be free of viruses, trojans or elements affecting the proper use of the Platform and/ or Services or that (IV) the Platform and / or Services will be available 24/7. We are required by obligation to ensure the proper functioning of the Platform and / or Services only to the extent of our technical possibilities.

We do not guarantee and make no statement regarding the exactness or relevant character of the data resulting from your use of the Platform and / or Services, for any purpose whatsoever nor do we guarantee its legitimacy, legality, validity, accuracy, authenticity, reliability, completeness or relevancy. We additionally do not guarantee the right to freely use data resulting from the use of the Platform and / or Services.

## **19. DURATION AND TERMINATION**

The present TOU will be in effect and remain valid unless termination is carried out under the conditions described below.

If you are dissatisfied with (I) the Platform and / or Services (II) any Terms featured in these Terms of use, (III) any TripConnexion policy or practice, or (IV) any other information namely that which has been published through our Platform, you may contact TripConnexion to terminate your adherence to these TOU and formally discontinue your account at any time, upon complying with a thirty (30) day notice counting from the day we receive your e-mail

with confirmation of receipt or a registered letter with confirmation of receipt stating a clear termination request.

This termination will automatically entail the deletion of your account and the inability to access any of the content available on the Platform.

In case of technical difficulties, violation of these Terms by you or by any other cause beyond our control, we shall be able to terminate these Terms and / or limit or prohibit your access to part or the totality of the Platform and / or Services, and / or cease the marketing of all or part of the Platform and / or Services and / or modify their operating conditions, after having informed you and if necessary, after having received your feedback.

In the event that we would suspend, terminate or block your account, you must not attempt to re-register, connect to the Platform using another user's login information or provide false information to create a new account without prior authorization. We hold the right to decide the duration of the suspension of your account.

Any termination of an unfinished membership does not exonerate you from submitting to us the immediate payment of all sums related to the original membership period upon the effective termination date of your account and, where applicable, any sums related to the Services provided to you until their original date of completion agreed with us.

Consequently, unless otherwise agreed, you agree to immediately pay Us, at the termination date of your account, all sums due for your registered Membership until its original end date, as well as, where applicable, the overall sum corresponding to any Services requested by You.

Remedies defined above are not exhaustive and we may take any other action or initiate any other action we deem appropriate, in order to defend our rights and interests.

If a user has not used his/her account for three hundred and sixty-five (365) consecutive days, we reserve the right to cancel this account.

Upon termination of these Terms of Use for any reason whatsoever, you agree to immediately and permanently cease all use of our Platform and / or Services. You agree not to attempt to re-register, connect to the Platform using another user's login information or provide false information to create a new account without prior authorization.

Termination of these Terms does not exonerate you from your obligations specified under these Terms (including, without limitation, any intellectual and industrial property, confidentiality obligations, etc.) that will survive the termination of these TOU for a period of twenty (20) years starting from the effective date of termination.

## **20. COMPENSATION – IRREMEDIBLE PREJUDICE**

In response to a first demand and after having duly presented us your feedback, you hereby agree to defend, indemnify and refrain from holding us or any other person acting on our behalf, including, but not limited to, our licensees, our shareholders, our leaders, our directors and our staff, liable for any losses, expenses, costs, damages, claims and liabilities (particularly in case of any direct or indirect damages, legal costs, etc.) resulting from your use of the Platform and / or Services in violation of these Terms.

Any violation or attempted violation of any provision of these TOU by you causes us irremediable prejudice, which could result in implementing all resources available at law or in equity, including requesting an injunction seeking to enforce the provisions of these Terms and preventing you from disclosing, modifying, transmitting and / or using the Platform, in whole or in part, directly or indirectly, in violation of these Terms.

In the case of the illegal or unauthorized use of the Platform and / or Services, we reserve the right to take appropriate action, including reporting the crime to legal authorities and / or to the police.

## **21. NOTIFICATIONS**

Notifications to you are normally sent by email or by post. We may also send you notifications regarding any changes made to the Platform and / or Services through the Platform interface.

## **22. COMMERCIAL OFFERS**

You agree to receive our commercial offers, our communication plans and our news, namely via newsletter. You are entitled to request us to remove your address from our mailing list at any time by sending us an e-mail to the following address: [info@tripconnexion.com](mailto:info@tripconnexion.com).

## **23. MODIFICATIONS - TRANSFERS - WAIVER**

The TOU are subject to modification by us, particularly in case of technical, legal or jurisprudential developments and upon the introduction of new features in the Platform or Services. You must regularly check your personal account and agree to cease without delay any use of the Platform and / or Services in case of disagreement with our modified TOU.



Access to the Platform implies accepting all provisions included in these TOU and any changes made to them without reservations.

We hold the right to transfer these Terms of Use in whole or in part to a third party.

The fact that we would not have required the application of any provision included in these Terms, whether permanently or temporarily, shall under no circumstances be regarded as a waiver of our rights under that provision.

## **24. NON-VALIDITY**

If one or more of these Terms of use are declared invalid or declared as such upon the application of a law, statute – and especially upon the application of European Union law – or following a final decision from a competent jurisdiction, any other provisions shall remain fully valid and we shall immediately proceed to apply the necessary changes in accordance to the spirit of these TOU to the fullest extent possible.

## **25. APPLICABLE LAW AND DISPUTES**

**These TOU are governed by French law and must be interpreted in accordance. All disputes and disagreements regarding these TOU, the Platform and / or Services are subject to the substantially competent jurisdiction of Lyon (France).**

**I have read the Terms of use and agree to all Terms mentioned above.**