

**Website Terms of use ShopizFun
July, 1st 2018**

ShopizFun is a mixed content management platform associated with a social or connected shopping solution, free for users, enabling them to select products and contents on the Internet through a mobile app, a website and a plug-in which shall be installed on the browser, to share it with friends and the community, and to express their opinions on the products and contents.

IMPORTANT - NOTE TO USER:

**PLEASE READ CAREFULLY THESE TERMS OF USE. THESE TERMS SPECIFY THE CONDITIONS AND RESTRICTIONS OF USE YOU ACCEPT BY ACCESSING AND USING THE SHOPIZFUN SOLUTION.
BY CHECKING THE BOX, YOU AGREE TO BE BOUND BY THESE TERMS AS BY ANY OTHER WRITTEN AGREEMENT AND YOU UNDERTAKE TO COMPLY WITH THESE TERMS.
THESE TERMS ARE AVAILABLE AT ANY TIME ON THE PLATFORM.**

SECTION 1 - DEFINITIONS

Account: Personal space accessible by User after registration with a login and password, enabling User to access to all the services offered by ShopizFun.

Community: Any other Users or Internet users accessing the Website.

Data Shopping: company named DATA SHOPPING, which has designed, developed and manages ShopizFun. All of its contact details appear in Section 11 of these Terms.

Friends: other Users than User which User has invited on the Website or whose User has accepted the invitation.

Login & Password: email address and password chosen by User during the creation of its Account to access it.

Mobile app: refers to the infrastructure designed and operated by Data Shopping, accessible on so-called "mobile" technical supports, including smartphones and tablets, downloadable from dedicated interfaces for iOS and Android operating systems

Plug In: Plug in downloadable by User after the creation of his Account and allowing him to select the Third-Party Products and Third-Party Contents to share them on his Profile.

Profile: User profile page, including User Contents, displayed on the Website.

ShopizFun: the whole ShopizFun solution including the Website and the Plug In.

Terms or Agreement: these Terms applying to the access and use of ShopizFun and its services.

Third-Party Content: content available on Third-Party Websites that User can select and list on his Profile or that are displayed on the Website.

Third-Party Product: product available or displayed on Third-Party Websites that User may select and list on his Profile or which are displayed on the Website.

Third-Party Website: website on which the Third Parties Products or Third Parties Contents are displayed and have been selected by User.

User: natural person who has the capacity to contract, who browses the Website and uses ShopizFun for non-professional purposes, and agrees to respect these Terms. In the event User is under eighteen, User agrees with these Terms with the agreement of his/her legal representative.

User Content: texts, photographs, videos, hypertext links, Third-Party Products, Third-Party Contents, reviews or any other data published by User on the Website when using ShopizFun.

Website: means the infrastructure designed and managed by Data Shopping, accessible at www.shopizfun.com and described in section 3.

SECTION 2 – PURPOSE

These Terms define the services offered by Data Shopping, the conditions under which User uses the Website and the Plug-In, and the responsibilities of Data Shopping and User.

SECTION 3 – DESCRIPTION

3.1. Data Shopping allows User to select Third-Party Products or Third-Party Contents on Third-Party Websites through the Plug In and share such selection with his Friends and the Community on his Profile on the Website after having created an Account under conditions set out in section 4.

3.2. The Plug In shall be downloaded from the Website after creation of the Account. The Plug In is installed automatically on the browser used by User and the file shall appear on the browser toolbar. The Plug In settings shall be managed through the browser.

The options offered by the Plug In appear in the drag-down menu displayed when User right-clicks on the Third-Party Product or Third-Party Content he/she wishes to select. User may add the Third-Party Product or Third-Party Content to the list of his/her choice, which will then appear on his/her Profile.

3.3. The Website allows User to access his/her Account, Profile and any functionality offered by ShopizFun, including:

- consulting the Third-Party Products list and Third-Party Content shared by Data Shopping (following an automated process) and the Community, managing its own lists of Third-Party Products and Third-Party Contents, commenting and sharing displayed Third-Party Products or displayed Third-Party Contents, or be redirected on the Third-Party Website on which the Third-Party Product or Third-Party Content was selected;
- inviting friends to register on the Website and manage his/her Friends list;
- sharing User Contents and give or receive advices, or share his/her mood, either solely with his/her Friends or with the entire Community;
- communicating through the instant messaging service of the Website and/or receive notifications;

- the possibility to geolocate him/herself in order to give his/her position to his/her Friends or indications about his/her position relating to the places of sale or other areas of interest identified;
- the access to recommendations, customized offers, linking to other Users according to a grid of common affinities.

3.4. Hardware, software and telecommunication fees used to access and use ShopizFun are provided by User at his/her charge and under his/her responsibility, and shall be compatible with ShopizFun to run it.

SECTION 4 – ACCOUNT CREATION

The creation of an Account is required to access to some services provided by Data Shopping.

4.1. Account Creation: In order to create an Account, User shall provide the following information: a username, an effective email address, a password.

At any time, User may update the information provided for the creation of his/her Account.

The username chosen by User will be published on his/her Profile and available to the entire Community. User's Friends will have access to the number of User's Friends and to his/her User Contents. The other information provided by User shall not be public.

Access to User's geo-location and the collection of personal data during the creation of an Account are subject to prior consent of User and are subject to the privacy policy of Data Shopping set out in Section 10.

User certifies that the data communicated, during the creation of his Account and after such creation, whether required or optional, are accurate and sincere.

In no event will Data Shopping be liable for damages due to false information provided by User.

4.2. Login & Password: User will choose Login & Password to connect to his/her Account. User acknowledges that his/her Login & Password are strictly personal and confidential. Thus, he/she shall not disclose them or share them with third parties.

IN NO EVENT MAY DATA SHOPPING BE HELD LIABLE FOR ANY IDENTITY THEFT OF USER CONSIDERING DATA SHOPPING DOES NOT HAVE TECHNICAL MEANS ALLOWING TO SYSTEMATICALLY CHECK THE IDENTITY OF PERSONS ACCESSING AND REGISTERING ON SHOPIZFUN.

Therefore, Data Shopping cannot warrant Users regarding other Users' identity. However, for each connection to the Website requiring entering Login & Password, User will receive an email notifying a connection to his/her Account. In the event that a third party has logged in with his/her Login & Password, User will be able to block access to his/her Account through the link contained in such email. In order to preserve the quality of the Website, in case of doubt of the accuracy of the information provided by User, Data Shopping reserves the right to request from User an official document justifying his/her identity. Data Shopping may suspend access to the Account during the time of required checks. If the requested documents are not communicated or if the data are inaccurate, User may not register.

User is the sole liable for the use of his/her Account, as well as for all actions and declarations made

through his/her Account.

To optimize the security of access to his/her Account, User is recommended to:

- choose a unique, non-intuitive password;
- contact Data Shopping in case of doubts about a possible fraudulent use of his/her Account

The finalization of the creation of the Account requires the validation by User of his/her registration through the link that will be sent by email to the communicated address.

4.4. Modification and/or deletion of the Account: should Data Shopping be aware of User's failure to comply with these Terms, Data Shopping may temporarily suspend or permanently terminate any registration and/or delete any Account and/or any content and/or information and/or User Content published on the Website.

Such modification and/or deletion of the Account may be made without prior notice or prior warning, at any time and at the sole discretion of Data Shopping, if needed.

Data Shopping will inform User whose account has been suspended or deleted and the reasons for such suspension or deletion.

SECTION 5 – USER'S OLBIGATIONS

User undertakes not to use ShopizFun for illicit purposes or in beach with these Terms. User shall not affect the Website, its infrastructure or Data Shopping servers or its suppliers', or interfere with the proper functioning of ShopizFun.

Data Shopping allows User to share links related to Third-Party Products and Third-Party Contents and allows sharing reviews, content and comments. User admits that the Website is a space for sharing with his/her Friends and/or the Community and that he is solely liable for such sharing and all of his/her publications.

Accordingly, User is solely liable for User Contents that he/she displays and shares, whether the content is Third-Party Products, Third-Party Contents or User Contents that he/she wrote him/herself.

User agrees to show respect and courtesy to other Users as well as to the Third-Party Products and Third-Party Contents shared on the Website.

User agrees not to publish any User Content that may be harmful to third parties. Thus, User agrees not to publish or share any content that may be (this list is not exhaustive):

- contrary to public order and morality;
- racist, xenophobic, homophobic contents ...;
- inciting discrimination, hatred of a person or a group of persons due to their origin or membership or non-membership of a particular ethnic group, nation, race or religion;
- pedophilic content
- inciting to commit an offense, a crime or an act of terrorism or defending war crimes or crimes against humanity;
- infringing the personality rights of third parties, such as its image, privacy or infringing the intellectual property rights of third parties;
- which may affect the proper functioning of Data Shopping.

In addition, User undertakes not to send unsolicited messages or promotional messages for illicit or controlled products or services or to share such products on the Website through the Plug In (including

tobacco, alcohol, gambling, drugs, weapons and ammunition).

Data Shopping draws the attention of User to the fact that publishing defamatory or abusive language, or content as described above, is likely to constitute a criminal offense punishable by fines and imprisonment.

User acknowledges that any publication of illegal content constitutes a serious breach of these Terms which may result in withdrawal of the disputed content, suspension and deletion of the Account upon notification by Data Shopping of the breach committed, and without compensation for the defaulting User.

USER ACKNOWLEDGES AND ACCEPTS THAT HE IS SOLELY LIABLE FOR THE LAWFULNESS OF USER CONTENT, IN ACCORDANCE WITH SECTION 7.

Data Shopping acts as host of the Website and is not liable for contents published by the Users on the Website. Data Shopping does not carry out any control or verification of the contents published by the Users on the Website.

User may inform Data Shopping through the public alert reporting system if he/she believes that the behavior of another User or content published on the public space is not in accordance with the applicable legislation or with these Terms. Upon verification, Data Shopping shall promptly remove from the Website any unlawful content reported by a User. Only User may exercise any remedy he/she deems useful against another User having published the reported content to obtain damages.

User is informed that any abusive information may cause fine or damages.

Pursuant to the provisions of the French law named “loi pour la confiance dans l’économie numérique”, and in compliance with the provisions of the law related to personal data, User acknowledges that Data Shopping stores the data allowing the identification of any user who contributed to the publication of content on the Website, and proceeds to the private storage of the published contents. Such data may be forwarded to the judicial authorities upon request.

SECTION 6 – INTELLECTUAL PROPERTY

6.1. Data Shopping rights: Data Shopping holds all rights and legally operates ShopizFun. User acknowledges that all trademarks, designs, copyrights and other intellectual property rights relating to ShopizFun, including any modifications, translations, adaptations, improvements, corrections, updates or new versions or derivative works, are and remain reserved at any time to Data Shopping (excepted User Content or Third-Party Products or Third-Party Content, belonging to User or to third parties). Any reproduction in whole or in part of the aforementioned elements constitutes an infringement of Data Shopping rights.

The use of ShopizFun requires the download and installation of the Plug In on User's browser. Subject to compliance with these Terms, Data Shopping grants to User a personal, limited, temporary, non-transferable and non-exclusive right to download, install and use the Plug In, in its executable form. Any use is prohibited if not authorized in this Agreement. In particular, but without any limitation, User agrees not to (i) copy, reproduce, modify in any way, integrate in any other product, all or part of ShopizFun, even to correct errors ShopizFun may contain, this being reserved exclusively to Data Shopping, with the exception of copies authorized by law; (ii) disassemble or reverse engineering, attempt to discover the source codes (strictly confidential) and / or Data Shopping's own data files, including to make it interoperable with other hardware or software; (iii) distribute, give, sell,

sublicense, or otherwise transfer, even on a free-basis, all or any of the rights granted in this Agreement, by any means, to any person; in this respect, User undertakes to uninstall the Plug In in the event that he/she transfers ownership or control of his/her device to a third party; (iv) remove, conceal or alter any mention of ownership or label affixed to or in the credits.

More generally, User agrees to use ShopizFun in accordance with this Agreement and not to infringe in any way whatsoever the Data Shopping property rights or other users or third parties rights, including Third-Party Websites operators, and owners of the Third-Party Products or Third-Party Contents. Such infringement may give rise to legal proceedings and the termination of this Agreement.

6.2. User rights: User undertakes and warrants to have all the necessary rights or to be authorized to carry out the publications made on the Website, in particular under the applicable legislation and Intellectual property rights.

If applicable, all User's intellectual property rights relating to User Content shared on the Website created by User and eligible for such rights shall remain User's property. In such case, User acknowledges and grants to Data Shopping the required rights on User Content to provide the services on the Website, including the display of User Content on the Website. Data Shopping shall not make any other use of User Content without User's consent.

User acknowledges that the Website contains social sharing buttons enabling Users to share User Content (including Third-Party Products and Third-Party Contents) on such networks and agrees to share such User Content, without any responsibility of Data Shopping.

SECTION 7 - WARRANTIES

7.1. Data Shopping warranties: Data Shopping will make its best efforts to provide continuous access to the Website, in accordance with the rules of art, except for required interruption due to maintenance, possible failures, technical or legal restrictions. Data Shopping shall not be held liable for such interruption.

ShopizFun belongs to a particularly complex area of computer technology and based on current knowledge, it cannot be tested for all possible uses. Data Shopping does not make any other warranties than those expressly stated in these Terms.

7.2. User Warranties: User is the publisher of User Contents and warrants that User Contents does not infringe rights of third parties or law.

User warrants Data Shopping against any claims related to User Contents due to a misconduct, breach or violation of User, including all damages, expenses and attorneys' fees that could be charged to Data Shopping as a result of a misconduct, breach or violation of User.

SECTION 8 – LIABILITES

8.1. Data Shopping: Data Shopping is bound within the limits of due care and shall not be held liable for operating defects. In particular, Data Shopping shall not be held liable for difficulties of publication of the User Content on the Website or, more generally, any disturbances of the Internet network, affecting the use of ShopizFun and its services. Data Shopping can only be held liable for foreseeable damages resulting from a proven breach of its obligations directly attributable to it.

Data Shopping shall not be liable for any damages arising out of the use of ShopizFun which is not in compliance with these Terms, or any technical problem of the User which is not related to any fault of

Data Shopping. Data Shopping shall not be held liable if, for any reason beyond its control, the Website is inaccessible or of poor quality, in particular due to the User, or means to access and use ShopizFun.

Data Shopping shall not be liable for the contents of third parties that may be accessed through the Website, their accuracy, legality, quality or decent character and, more generally, does not warrant accuracy of contents and services offered by third parties via the Website. In particular, Data Shopping shall not be liable for the Third-Party Products, Third-Party Content, their quality, or for obligations related to their offer for sale or sale on Third-Party Websites, Data Shopping being in no case the seller of such Third-Party Products, nor editor of such Third-Party Content, and is not liable for their sharing on the Website.

Data Shopping, which only acts as host, shall not be held liable due to unlawful User Contents displayed on the Website or due to the removal of such User Content after a notification, except as provided by the law applicable to the liability of hosts.

To the maximum extent possible, the limitations and exclusions of warranties and liability in these Terms apply regardless of the basis of liability.

8.2. User : User is solely liable for his/her use of ShopizFun and any damages resulting from a misconduct, breach or violation of User, to Data Shopping or third parties, and particularly related to the creation, use, disclose, deletion or modification of User Contents.

SECTION 9 – TERMINATION

9.1. Termination by User: User may stop using ShopizFun at any time and disable his/her Account without notice through the Website or require Data Shopping to permanently delete his/her Account. Then, User's Account will not be accessible anymore, and, upon deletion request, will be deleted. In such case, User shall create a new Account according to section 4.1 if he/she wishes to use ShopizFun again.

9.2. Termination by Data Shopping: Data Shopping may terminate this Agreement, either with reasonable notice sent to User, or in case of User's breach of its obligations, particularly in the cases provided for in Section 5 of these Terms.

Upon termination, User shall stop using the Website and uninstall the Plug In. The provisions deemed to survive to the termination or cancellation of the Agreement, by their nature or specifically, shall continue to apply for the duration applicable to them.

SECTION 10 – PRIVACY POLICY

10.1. Personal Data: ShopizFun is a platform that places people at the heart of technology. The identity and data of User, except information that User agrees to publish on his/her Profile, is deemed as confidential.

Data Shopping gives User the opportunity to share content, partially or totally to people or groups of people of his/her choice, individually or collectively. User also has the possibility to share contents through one or several of his/her social networks accounts, according to the list available on the Website.

The services offered by Data Shopping require the creation of a User Account, and the collection by Data Shopping of some personal data about User. Such data, except for the email address of User, will be published on the Profile of User and accessible to other Users.

Furthermore, in order to optimize the use of ShopizFun, and to benefit from particularly customized services, User has the possibility to disclose optional data on the Website.

User not wishing to provide the data requested for the creation of an Account or optional data, will not be able to use the services offered by Data Shopping or to enjoy the customized services offered on the Website.

The data collected is necessary for the provision of the services offered by ShopizFun. This data is processed by Data Shopping as publisher of ShopizFun. Such data shall be retained for a maximum period of three years from the date of the deletion of the Account, a reasonable period of time necessary to fulfill its obligations by Data Shopping and normal use of the data, under secure conditions, in accordance with the applicable regulations.

Data Shopping undertakes not to use personal data in any other way, nor to transmit it to third parties, except with the express agreement the User or when required by law. When Data Shopping transfers data, in particular to Third-Party Website operators, transfers only anonymized data without giving them access to personal data of User corresponding to such data.

Any User has the right to object, query, access and rectify the personal data he/she has provided. He/she only has to ask Data Shopping, by email to the address mentioned in section 11.

10.2. Cookies:

What is a cookie? A cookie is a text file stored on a dedicated space of the User's computer or mobile device, deposited by Data Shopping or a third party in connection with the use of ShopizFun. The cookie allows its sender to collect or store some information relating to the User's browsing on the Internet until its expiry date. Cookies are attached to the browser and not to the User him/herself or his/her device.

Which cookies? The following cookies and tracers, with the following functionalities, are used by ShopizFun:

- 1 Session Cookie
- 1 Automatic Authentication Cookie
- 2 user information cookies: pseudo recognized and generated key
- 1 redirect cookie
- 1 cookie notice: message to display the message cookie
- 1 cookie generated daily to display the information of the day
- 2 server session cookies
- Plug-in trace: the sites visited (full url, domain, time spent with date (day, time))

How to refuse cookies? By continuing its navigation on the Website, the User gives his/her consent to the use of the cookies.

The User has the option to block or delete cookies via the browser interface in the privacy settings (tools / options).

The deletion of the cookies previously used on the browser does not affect navigation on the Website, but User will lose all the benefit brought by the cookie. In this case, in particular, User shall enter again his/her Login & Password.

Data Shopping shall not be liable if the disabling of cookies by the User prevents him/her from using certain services or features provided by ShopizFun.

For more information, User can consult the website www.cnil.fr or address any question to Data Shopping.

SECTION 11 – LEGAL NOTICE

The Website is published by the company Data Shopping, a joint stock company with a share capital of 10.000 euros registered under number 815 246 152 RCS Marseille, and whose head office is located Marseille Innovation – CS 20038 - 37 rue Guibal – 13356 MARSEILLE Cedex 03, and represented by its legal representative, Naouel HARIHIRI.

For any queries regarding ShopizFun, User can contact Data Shopping by email at contact@data-shopping.com, or by phone at +33 9 51 10 50 02.

Publishing Director of the Website is Naouel HARIHIRI.

Host of the Website is Azur Concept Technologie Entreprise whose address is 21 rue de la Gardiette - 13013 MARSEILLE, and telephone contact is +33 6 06 57 80 00.

SECTION 12 – GENERAL

12.1. Intuitu personae. User may not transfer or assign, in any way, any or all of his/her rights and obligations under this Agreement.

12.2. Waiver: The failure of either Party to enforce any provision of these Terms or to pursue any breach of these Terms shall not constitute a waiver of such Party's right to enforce such provision in any other instance.

12.3. Severability: If any non-essential provision of these Terms is found to be invalid, unlawful or unenforceable by any competent court, the parties agree that the other provisions of these Terms shall not be affected and remain in full force and effect.

12.4. Governing law and disputes: These Terms shall be governed by French law.

Any disputes that may arise between User and Data Shopping regarding validity, interpretation, execution, termination or cancellation of these Terms may, before any legal action, be discussed between the Parties in view of an amicable settlement. User may also, in case of dispute, use mediation or other alternative dispute resolution. IT IS EXPRESSLY REMINDED THAT APPLICATIONS FOR AMICABLE SETTLEMENT DO NOT SUSPEND OPEN TIME TO BRING JUDICIAL ACTION.

Any legal action relating to the conclusion, interpretation, performance or termination of this Agreement shall be within the jurisdiction of the competent courts in accordance with the applicable rules of procedure.