

General Terms & Conditions of Use PLEDG (T&C)

1- Purpose

These “General Terms & Conditions of Use” provide the legal framework for the “PLEDG” payment method, which enables a buyer (hereinafter referred to as a “LEADER”), wishing to split payment with one or more persons (hereinafter referred to as “PLEDGERS”), to instantly buy one or more goods and/or services offered on the website of a merchant who accepts said means of payment (hereinafter referred to as the “CLIENT”), without having to make an advance payment on behalf of the PLEDGERS and without having to wait for the latter to pay their respective shares. Unless expressly stated otherwise, any new feature that enhances or improves an existing service, several existing services or any new service launched by PLEDG will be subject to these General Terms & Conditions of Use. Conditions that are specific to certain services may supplement these T&C. They will be specified during the presentation of the service concerned. All online registration forms are considered an integral part of these T&C. Use of the PLEDG Service also implies acceptance of the General Terms & Conditions of Use of any service necessary for its operation.

2- Use

Any natural or legal person who visualises or uses the PLEDG Service, by any means whatsoever, or, a fortiori, who completes the registration procedure and/or makes use of the services offered by PLEDG, is defined as a “USER”. By tacit agreement, USERS definitively and irrevocably accept these General Terms & Conditions of Use in their entirety. Any breach of these rules may result in the immediate refusal to grant further access to all or part of the PLEDG Service. These T&C prevail over any other general or special conditions not specifically approved by PLEDG. The applicable conditions are those in force on the date of the USER’s registration. Nevertheless, PLEDG reserves the right to modify its T&C at any time, in accordance with the provisions of Article 19-.

3- Description

The “PLEDG” payment method instantly compensates the CLIENT for all goods and services sold, by means of a payment effectuated by PLEDG on the LEADER’S behalf. Once the LEADER’s credit card has successfully been pre-authorised, PLEDG effectuates payment, in lieu of said LEADER, for all goods and/or services ordered.

4- Capacity and Prerequisites

The PLEDG Service is open to all and intended for the general public. Nonetheless, any USER wishing to access the service must have the legal capacity to contract (i.e. an adult over 18 years and not under the protection of a carer) and to offer or benefit from the services in question. The USER must immediately inform PLEDG of any changes to his/her legal status. PLEDG reserves the right to implement any type of control and/or make any type of request to obtain confirmation of the real-life use conditions under which the USER enjoys its services.

5- Technical Prerequisites

To use the PLEDG Service, it is necessary to have Internet access (any corresponding costs are the USER’s responsibility). It is also necessary to have all required hardware, including a terminal or another type of connection tool, to access the Internet and download content. The service is optimised for conventional browsers and operating systems. Service compatibility with other configurations cannot be guaranteed. Should service use require specific software downloads, the USER agrees to refrain from installing, copying or employing said software prior to accepting the terms of its licence.

6- Contractual Process

a. Service Registration

At the end of the ordering process, the USER must choose a payment method among those offered on the CLIENT's website. He/she may thus opt to use the PLEDG Service. In this event, the USER is directed to the PLEDG Service. The latter indicates the total payment amount as well as the information that the USER has transmitted to the CLIENT's website. This information is used to effectuate the breakdown of payments to be made by PLEDGERS. The LEADER may enter the e-mail addresses of participating PLEDGERS, who will then be responsible for making their own payments. Once the LEADER's bank card has successfully been pre-authorized, an email notification is sent to all PLEDGERS. This notification requests that they pay their portion of the total amount due. PLEDGERS are asked to pay their share immediately. Before making his/her payment, the USER is asked to tick the box: "I accept these General Terms & Conditions of Use". By clicking on the "Confirm" button at the end of the Pledg payment process, the USER irrevocably agrees that he/she: knowingly accepts his/her registration with PLEDG; is responsible for covering any fees and commissions related thereto; and is bound by the General Terms & Conditions of Use that apply to said registration (i.e. these T&C, in their entirety). PLEDG recommends that its USERS electronically store or print a copy of their registration. PLEDG sends an email notification confirming registration to the email address provided by the USER. This notification is sent as quickly as possible and contains all information provided by the USER. The contractual agreement is only concluded upon receipt of the registration confirmation.

b. Pre-authorization and Payment of Shares

After entering the PLEDGERS' contact information, the LEADER is directed to a page enabling bank pre-authorization for the total amount to be paid, plus applicable fees and commissions collected by PLEDG. If pre-authorization is successful, PLEDG proceeds to pay the CLIENT for the total amount of the purchase. Under pre-authorization, PLEDG has the right to withdraw the total amount of the purchase from the LEADER's bank card during a maximum period of seven (7) days. When the CLIENT receives full payment for the purchase, an email message is simultaneously sent to each PLEDGER. This email includes a link to a payment page, so that each PLEDGER can instantly pay his/her share. After accessing the payment page, each PLEDGER must enter his/her credit card information so as to reimburse PLEDG for his/her share of the purchase price. PLEDG will debit the LEADER, who has already completed the aforementioned procedure during pre-authorization, for his/her share and for the share of any unpaid PLEDGERS. This debit will occur immediately after the last PLEDGER's payment, at the earliest, and no later than a maximum period of forty-eight (48) hours after PLEDG pays the purchase amount. Each share thus collected is deposited into PLEDG's PAYMENT ACCOUNT.

CLIENT Payment

Once the LEADER's bank card has successfully undergone pre-authorization, PLEDG proceeds to pay the CLIENT for the total purchase price of goods and services. PLEDG then sends confirmation to the CLIENT, so that the latter can deliver the goods and/or services purchased by the LEADER. The LEADER is thus redirected to a page on the CLIENT's WEBSITE, which confirms the success of the transaction and payment. The CLIENT also sends an email notification confirming the purchase of goods and/or services and communicating any information required by law, particularly consumer information.

7- Security and Legality

PLEDG is especially committed to protecting the security of its USERS. The USER agrees to exclusively use information, pertaining to services, for his/her own needs and for the sole purpose of this agreement. The USER agrees to refrain from acting as a competitor, by either developing or marketing all or part of the Internet Service or similar services. The USER agrees to refrain from using the service for illegal purposes or in a manner that does not comply with current regulations or infringes on third-party rights. PLEDG, or any person or entity designated by it, is entitled to delete or remove any content that violates these T&C or is otherwise objectionable. Finally, the USER acknowledges and accepts that, while PLEDG protects content against fraudulent access, it may nevertheless be required to disclose said content to comply with current laws or address situations in which it believes, in good faith, that such disclosure is necessary, e.g.

- in the context of legal proceedings;
- to enforce the General Terms & Conditions of Service Use;
- to respond to complaints alleging the violation of third-party rights;
- to protect the rights and interests of PLEDG, its USERS and/or the public.

8- Terms of Administration

PLEDG may apply general rules and restrictions to the service's use, including, but not limited to: determining a maximum allotted memory space on PLEDG servers, where the content will be hosted, and setting a maximum number of times the USER can access a service during a given period (as well as the maximum duration of time that each service can be accessed). PLEDG also reserves the right to temporarily interrupt access to its services, for maintenance and/or improvement purposes, without any compensation. Nevertheless, PLEDG agrees to implement all means at its disposal to minimise these types of interruptions. PLEDG offers no guarantees pertaining to the deletion or failure to store any messages, communications or any other content disseminated or transmitted via the service.

9- Limitation of Liability

a. Relationship Between USERS and CLIENTS

PLEDG does not intervene, in any manner whatsoever, in the legal or commercial relationship between CLIENTS (online merchants) and USERS (LEADER and PLEDGERS). Nor does PLEDG intervene in litigious matters arising between CLIENTS and USERS. PLEDG therefore has no control over the conformity, security, lawfulness or legal/appropriate nature of the goods and services offered by the CLIENT. In this respect, it is up to the USER to gather all information required to make an informed decision before purchasing any goods or services, donating to a fundraiser or effectuating any other type of transaction.

b. Relationship Between LEADERS and PLEDGERS

The purchase made by the LEADER using the PLEDG Service gives rise to a direct agreement between said LEADER and his/her PLEDGERS. PLEDG is not a party to this agreement. Consequently, PLEDG may not be held liable for the non-performance, or the improper performance, of resulting obligations, nor may it be held liable for potential damages to the User in this respect. In particular, in the absence of an agreement between the LEADER and the PLEDGERS, it is expressly agreed that the LEADER remains definitively liable for the full purchase price of goods and services to be paid to the CLIENT. The LEADER is also responsible for paying any applicable fees or commissions due to PLEDG.

c. Payment Defaults

Should any payment procedure fail, regardless of whether it was initiated by the LEADER or one or more PLEDGERS, it is expressly agreed that the LEADER remains definitively liable

for payment of the sums involved so that the entire purchase price is covered. In particular, in the event that the LEADER's credit card is cancelled between pre-authorisation and the LEADER's payment, it is expressly agreed that the latter remains liable for all purchase amounts due to the CLIENT and paid in advance by PLEDG. In this event, the LEADER agrees to inform PLEDG of the cancellation forthwith and to immediately use another means to pay all sums due to PLEDG. PLEDG reserves the right to implement any procedure to recover amounts due, including any applicable interest, fees and/or disbursements. If necessary, PLEDG reserves the right to initiate legal proceedings to assert its rights and to request criminal prosecution, if applicable, i.e. in cases involving fraud or a breach of trust on the part of a USER.

d. Service Availability

PLEDG is accessible via the Internet 24 hours a day, 7 days a week. PLEDG agrees to do its utmost to ensure service permanence, continuity and quality. Nevertheless, due to the nature and limitations of the Internet, of which the USER declares he/she is aware, PLEDG may in no way be held liable for:

- The access speeds of other services around the world, slowdowns or difficulties in accessing user data;
- Any non-delivery of electronic communications, due to these same limitations and the nature of the Internet;
- Any alteration of information and/or data during transfer, regardless of the means or telecommunications methods used to effectuate said transfer;
- Virus contamination of the USER's terminals, data and/or software, the protection of which is the responsibility of the latter;
- Third-party malware intrusions on the USER's space or data piracy, despite the implementation of reasonable security measures;
- Potential damages resulting from data loss, data alternation (or any other type of fraudulent data use), the accidental transmission of viruses or other harmful elements, the opinion or behaviour of a third party or the non-conclusion of a transaction;
- Third-party malware intrusions on the USER's space or piracy of USER data, despite the implementation of reasonable security measures;
- Any damage that may be incurred by equipment connected to the Server Centre, these being under the full responsibility of the USER; any damage, whether direct or indirect, material or immaterial, resulting mainly from the consultation and/or use of this Internet Service (or any other service linked to it); any damage resulting from downloadable applications, such as the use of textual or visual information that may have been retrieved; and, most notably, any financial or commercial losses, program losses or IT system data losses;
- Any possible misuse of passwords, confidential codes and, more generally, any sensitive information pertaining to and submitted by the USER;
- Any loss of USER data. PLEDG is an online web-based display and information-sharing and linking service, but is not an archiving or backup platform. That said, PLEDG makes every effort to ensure that the system operates under the best possible conditions.
- Any request for temporary or permanent interruption of the platform from a competent administrative or judicial authority, or notification of a third party within the meaning of Article 6 of the French Law on Confidence in the Digital Economy (LCEN).

10- Refund Management

Should the CLIENT cancel all or part of the purchase, for any reason, PLEDG will issue the LEADER a refund. This refund will cover the entire cost of any cancelled good(s) and/or

service(s) for which the LEADER and/or his/her PLEDGERS have already paid. PLEDG service charges still apply and, consequently, will not be refunded.

11- Proof of Agreement

PLEDG and the USER concur that the USER's use of the PLEDG Service or a third party's use of said service constitutes proof of an agreement involving the acceptance of all transactions with PLEDG and other USERS, regardless of the content or medium used. The information recorded by the system is considered proof of the nature, content and date of the transactions concluded. These forms of evidence constitute a conclusive presumption. For evidentiary purposes, most notably, PLEDG may avail itself of any act, file, recording, statistic or monitoring report that has been entered into or saved in a database, using any support with the capacity to display electronic media.

12- Proposed Service Guarantees

The PLEDG Service informs USERS of the essential characteristics of all services offered. However, the USER is invited to read any additional information provided. PLEDG offers no express or implied guarantees pertaining to service use. In particular, PLEDG may in no way be held liable for any damages that may occur after the establishment of the business relationship. It should be noted that any descriptions of the services offered, including texts or photos illustrating the offered services, do not fall under the scope of this agreement. Additionally, PLEDG disclaims any liability in the event that illegalities, errors, improprieties, inaccuracies or nonconformities are introduced. PLEDG solely guarantees that its interpersonal linking services, and only these, receive all the necessary support to ensure their effectiveness as defined by the Internet Service at the time of registration.

13- Intellectual Property

The general structure, as well as all texts, animated and non-animated images, sounds, PLEDG's know-how, and all other elements composing the service, including the underlying technology, are the property of PLEDG, the service and various third parties who have authorised PLEDG to use them, either freely or under a proprietary regime. Unless express provisions, including provisions linked to the applicable licence, state otherwise, it is prohibited to reproduce, modify, transmit, publish, adapt (through any means) or exploit (in any manner) all or part of the service without PLEDG's prior written consent. The aforementioned acts constitute an infringement sanctioned under Articles L.335-2 and seq. of the French Intellectual Property Code. The same applies to any databases found on the Internet Service and produced by PLEDG: they are protected by the provisions of the Database Protection Directive. Thus, data made available on the Internet Service may in no way, whether in whole or in part, be the subject of any loan, exchange or transfer. Likewise, the total or partial extraction and transfer of data to another medium is prohibited. The distinctive signs used by PLEDG and its partners, as well as all logos appearing on the Internet Service, are registered by their respective holders. Any total or partial reproduction of these distinctive signs, trademarks or logos, made from elements of the Internet Service without PLEDG's express authorisation, is thus prohibited, within the meaning of Article L.713-2 of the French Intellectual Property Code.

14- Personal Data

a. General Provisions

Information needed to use the "PLEDG" payment method is mandatory for service operation. The USER therefore accepts that the information provided is used by PLEDG. In particular, PLEDG may use email addresses for the purposes of service administration, management and

promotion. Pursuant to the General Data Protection Regulation and, in particular, Act no. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, the USER has a right to object to the processing of his/her data (Article 38 of the Act) if he/she can provide a legitimate reason, based on relevant legislation, for doing so. The USER also has a right to access (Article 39 of the Act) and a right to rectify (Article 40 of the Act) his/her personal data. USERS may exercise their rights:

- by sending an email to info@pledg.co;
- by mailing a letter to: Pledg, 112 rue de Réaumur, 75002 Paris

b. Data Processing Effectuated by PLEDG

PLEDG may act as a designated data controller in the context of its commercial relationship with the CLIENT (the online merchant offering the products or services purchased). As regards CLIENT, LEADER and PLEDGER data collected directly by PLEDG, PLEDG agrees to conduct all administrative formalities required to make use of the Personal Data in its possession, including implementation of the compliance procedures outlined in the General Data Protection Regulation. The LEADER's data are initially collected by the CLIENT while the former is ordering goods and services. The LEADER naturally agrees to have his/her data transferred to PLEDG to meet the service's operational needs. PLEDG collects personal data pertaining to PLEDGERS. PLEDGER data may be transmitted to the CLIENT as soon as the PLEDGERS have given their consent. Thus, if the USERS so accept via an opt-in device, their personal data (last name, first name, email address) may be transmitted to the CLIENT for commercial prospecting purposes. In any event, PLEDG reserves the right to use LEADER and PLEDGER data for the purpose of directly marketing its own services, via an opt-in mechanism, in accordance with Article L. 34-5 of the French Postal and Electronic Communications Code, amended on 14 March 2016. Similarly, PLEDG reserves the right to use the anonymised data of USERS to establish statistics, conduct studies or carry out analyses intended to improve its services and, if appropriate, to use said data on behalf of third parties.

c. Data Processing Effectuated on Behalf of the CLIENT

PLEDG may act as a subcontractor of the merchant site offering the goods or services to be purchased, within the meaning of Article 35 of the Act of 6 January 1978 on data processing. This article pertains to the processing of data on behalf of the CLIENT as regards offerings and services. In this event, the CLIENT may use LEADER and PLEDGER data for direct prospecting appertaining to its own services, via an opt-in device, in accordance with Article L. 34-5 of the French Postal and Electronic Communications Code, amended 14 March 2016. As regards USER data, which includes personal data within the meaning of Article 2 of the Act of 6 January 1978, PLEDG shall:

- Not perform any data processing operations other than those requested by the CLIENT, and such processing will always fall under the full and exclusive responsibility of said CLIENT;
- Use every available means to ensure the security and confidentiality of personal data entrusted to it;
- Ensure the deletion of such data.

As regards anonymised aggregated data, PLEDG reserves the right to exploit said data under the following conditions:

- Data processed in the context of service provision must be anonymised, with PLEDG guaranteeing the irreversible anonymisation of each piece of data, so that it is not technically possible to associate said data, even indirectly, with USERS or the CLIENT.
- Autonomous use of these data, in their irreversible anonymised form, may be used for statistical purposes to improve the services proposed by PLEDG.

15- Hypertext and Hyperlinks

Third-party Internet services may include a simple link to the PLEDG Service's homepage. This does not implicitly suggest an affiliation between said third-party and PLEDG. In any event, any link, even if expressly authorised, must be withdrawn upon PLEDG's simple request.

16- Force Majeure

PLEDG may not be held liable for any delay or non-performance caused by the occurrence of a force majeure event. Under these T&C, force majeure includes events typically recognised as such by case law as well as telecommunications disruptions, Internet disruptions, the breakdown of equipment supporting the service, fire, water damage, transport and supply disruptions, and total or partial strikes. Should a force majeure event prevent either party from performing all or part of its contractual obligations, said party must inform the other as soon as possible. A force majeure event suspends the obligations outlined in these T&C for the duration of its existence. Should a force majeure event last for more than ONE (1) consecutive month, either party is entitled to automatically terminate the agreement, outlined in these T&C, EIGHT (8) days after sending a notification to this effect by registered letter with acknowledgement of receipt.

17- Nullity

Should one of the provisions of these T&C be declared null and void due to a change in legislation, a change in regulations or a court decision, this shall in no way affect the validity and enforceability of the remaining provisions. The article headings used in these T&C are provided for reference purposes only and have no effect on the interpretation of this agreement.

18- Term

These T&C apply for the entire duration of time that online services are offered by PLEDG. They may be modified at any time. Should they be modified, PLEDG will notify the USER by email within two (2) weeks. The USER will then have THIRTY (30) days, from the date of notification, to reject the modified T&C by cancelling his/her registration. After this period, the USER is considered as having accepted the new T&C. A breach of any of the obligations pertaining to the service and outlined in these T&C may lead to the termination of access rights, after a formal notice to this effect has been sent and gone unanswered for a period of SEVEN (7) days. A termination statement will be drawn up, taking into account any possible damages.

19- Applicable Law and Jurisdiction

In the event of a complaint, PLEDG will attempt to reach an amicable settlement. Failing this, standard jurisdictional rules apply. These T&C have been drawn up in the French language and are governed by French law. In the absence of an amicable agreement, any disputes that may arise between the parties regarding the interpretation and/or the execution of these T&C will be submitted to the relevant jurisdictions according to the rules in force, and, if permitted by law, to the legally competent courts.