

Terms and conditions of use

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Preamble

The Ezus platform (hereinafter: the "Platform") is an online platform allowing professionals registered on it (hereinafter: the "Professionals" or the "Professional") to host their Commercial Documents, to centralize their Clients and Suppliers data, to budget stays, and to generate websites with the possibility of confirmation and payment to the final Clients (hereinafter: the "Client").

The purpose of these general terms and conditions of use (hereinafter referred to as "GTU") is to set out the terms and conditions for the provision of the services offered on the Platform (hereinafter referred to as the "Services"), as well as to define the rights and obligations of the parties (hereinafter referred to as the "Parties") in this context. They are accessible and printable at any time via a direct link on the homepage of the Platform.

The GTU may be supplemented, if necessary, by specific terms of use. In case of contradiction, the specific terms of use prevail over the GTU.

Article 1 - Operation of the Platform and Services

1. The company Esus, a simplified joint stock company with a capital of €1,000.00, whose headquarters are located at 4 chemin des chichourliers, registered with the Trade and Companies Register of Cannes under number 845 249 358.
2. The Director of the publication is Charles Gombert. The Site is edited and realized by Esus, hosted by Webflow. The Platform is edited and realized by Esus, hosted by AWS.
3. The company Esus (whose trademark Ezus is registered with the INPI) can be contacted at the following address: contact@ezus.io.

Article 2 - Definitions

"Better understanding is better understanding".

1. Subscription: Financial consideration from the Professional for the use of the Platform Services for a given Period.
2. Cancellation: Refers to an order initiated by a Customer in relation to an existing Payment. Cancellations may result from (i) the invalidation of a Payment by a payment method provider or payment method processor; (ii) the transfer of funds to the Professional in error or without authorization; and (iii) the submission of a Payment in violation of applicable payment method rules, or if the submission of the Payment or your use of the Payment Processing Services is contrary to the terms and conditions defined by Stripe.
3. Chat: A tool that allows the Merchant to contact the Platform managers to address a request or problem encountered by the Merchant.
4. GTU: General Terms of Use.
5. Client : Person who requests a Service from a Professional. Generally a final traveler or a company that contracts with the Professional for a travel request.
6. Cookies: Files stored and used to record Personal and Non-Personal Data concerning the Professional's navigation on the Platform and the Site.

7. Account: Access right granted to the Professional by the Company to the Platform. This account is unique per agency.
8. Users: Right of access granted to other Professionals than the initial holder of the Account and this, by his consent and under his responsibility. The Account is therefore collaborative and Users can access data according to their role assigned by the Account Owner.
9. Commercial Document: Document intended to present an offer elaborated to answer the needs or the problem of the Customer. This refers to both the Commercial Documents themselves and the files attached to them. It is specified that the term "Sales Document" hereafter refers to both the Sales Documents themselves and the files attached to them.
10. Personal Data: Any information that can be used to identify, directly or indirectly, a natural person.
12. Document Link : URL link generated by the Platform in order to allow Customers to access directly online each Commercial Document published. Modifications are accessible online.
13. Customer Space: Website created by the Professional by generating a url link that can be customized and which gives access to the Commercial Documents and other information of the Project that the Professional wishes to make available to his Client.
14. Dispute: Refers to an order issued by a Client for the return of funds related to an existing Payment (including a payment dispute or a Dispute concerning a means of payment).
15. Templates: Documents that may be used as the basis for all of the Professional's subsequent Business Documents.
16. Payment: Means a credit or debit order to withdraw funds in connection with a transaction from an account that a Client holds with a bank or other financial institution.
17. Settings: Interface allowing the Professional to customize his account.
18. Period: Duration of a Professional's Subscription.

19. Personal Data Protection Policy: Document presenting the Platform's policy regarding the Processing, transfer and communication of Personal Data.
20. Service: The act of providing a service for a fee; the service so provided.
21. Professional: Natural person registered on the Platform for professional purposes.
22. Profile: Interface of the Platform in which the Professional has the possibility to modify various data such as his identifiers, his business card but also to sponsor other future users of the Company and to receive his notifications.
23. Project: All the information concerning a request from a Client. The Professional carries out all the production in this same project before sending the Commercial Documents.
24. Refund: Refers to an order initiated by the Client to refund funds in connection with an existing Payment.
25. Resources: Files, external documents that the Professional provides to the Platform in order to be used as a Commercial Document to be sent to Clients through an Ezus Link (registered trademark by Esus Company).
26. RGPD: General Data Protection Regulation entering into force on May 25, 2018.
27. Services: All services provided by the Platform once the registration is completed. This notion concerns both the services directly related to the Platform (Dashboard, for example) and the services provided by the Company in order to allow the achievement of the objectives related to the Platform.
28. Company: Refers to Esus, a simplified joint stock company registered in Cannes under the number 845249358, owner of the Ezus brand.
29. Parties: Represents the Professional and the Company.
30. Stripe: Payment Management Service Provider external to the Company working on the transactions, management and invoicing of Esus' activities.
31. Dashboard: A multi-functional tool that summarizes the statistical results of each Agency account.

32. Platform: Digital platform used by the Professional to access Ezus Services. It is a production software.

33. Website: Website on which the Professional can find marketing content and information about the services offered by the company.

34. Ezus: Trademark registered with the INPI by the Company Esus.

Article 3 - Purpose and scope of the GTU

"This clause is to say that you are reading the GTU... In case you don't know it..."

These GTU described below govern the relationship between the Platform and the Professionals and define the terms and conditions for making the Platform available.

Article 4 - Acceptance of the GTU

1. Unless expressly and formally waived by the Company, once the Professional registers on the Platform, he/she accepts without reservation the GTU by means of a commercial contract. This acceptance is full and complete. Any membership with reservations is considered null and void. If the Professional does not wish to comply with the rights and obligations stipulated in the GTU, he cannot access the Platform.

2. Any clause or special condition of purchase intended to modify these terms and conditions is not enforceable against the Company.

3. By accepting the GTU, the Professional agrees to use the Platform in accordance with its purpose, the rights granted by the Company and the applicable and/or current regulations.

4. The Platform is exclusively reserved for Professionals over 16 years of age, acting in the context of their professional activities. The Company reserves the right to deny access to the Platform to any person who does not comply with these conditions.

Article 5 - Registration to the Platform

"Simplicity."

1. The Professional chooses to create an Account on the Platform by signing a professional contract. The Professional freely and knowingly consents to this registration.
2. Registration automatically leads to the opening of an Account in the name of the Professional, giving him/her access to a Personal Area that allows him/her to manage his/her use of the Services in a form and according to the technical means that the Company deems most appropriate to render said Services.
3. The Professional guarantees that all information he provides to the Company is accurate, up-to-date and sincere and is not misleading. He undertakes to update this information through his Personal Space in case of modification, so that it always corresponds to the above-mentioned criteria.
4. The Professional is informed and accepts that the information entered for the purpose of creating or updating his Account is proof of his identity. The information that the Professional enters is binding upon validation.
5. The Professional must ensure the confidentiality of his passwords and identifiers.
6. Otherwise, the Professional still has access to the Business Documents created, however, and will no longer be able to create new ones or modify the old Documents.
The Account will be deleted by default after three (3) years.

Article 6 - Use of the services

"Because the GTU is also an opportunity to show you what we can do, this way to the visit!"

- 6.1. The Company offers to Professionals a solution allowing them to create customized stays by applying a customizable budgeting via automatic calculations and manual modifications. The Platform then allows to generate Commercial Documents that have been customized via their Templates and to send to Customers a Customer Area with all the information of the Project.

6.2. The Company also allows to centralize different data related to Suppliers and Prospects of the Professional and to manage the financial aspect such as invoicing, financial follow-up and payments.

6.1 - Personal use

1. The Professional shall have access to his Personal Space with the connection identifier and password defined at the time of registration.
2. The Professional undertakes to maintain the confidentiality of the login and password of his Account(s).
3. Any intervention carried out with an identifier and a password of the Professional will be deemed to be carried out by the latter, the Professional remaining solely responsible. The Professional thus expressly discharges the Company from any liability in the event of improper or fraudulent use by a third party of his identification elements.
4. The Professional must immediately contact the Company at the address mentioned in Article 1 of these GTU if he notices that his Account(s) has (have) been used without his knowledge. He acknowledges the Company's right to take all appropriate measures in such a case.

6.2 - Management of Collaborator Accounts

1. Once registration is complete, the Professional who has subscribed to one of the Subscriptions allowing the creation of several accounts, may, from his Personal Space, create different sub-accounts, intended for his employees or collaborators. The Account created at the time of the Professional's registration is then an Administrator Account, which allows the editing, management and deletion of Collaborator Accounts.
2. The Company shall provide the Professional with a unique access link for each Collaborator's Account, which allows each collaborator to create a login and password. It is the Professional's responsibility to communicate the link to his or her employees.
3. The Professional is solely responsible for the creation of Collaborator Accounts, their nature and the persons to whom he/she authorizes access and/or entrusts their management. In any case, he/she remains solely responsible for the use of the Collaborator Accounts linked to his/her Account. The number of Collaborator Accounts that can be

created by the Professional who has subscribed to one of the Subscriptions allowing the creation of Collaborator Accounts is unlimited.

6.3 - Creation and hosting of Business Documents

1. The Professional may host different Business Documents on the Platform.
2. Through its Personal Space, the Professional uploads, from its personal files, a URL or a text editor, the Resources relating to each of its Business Documents on the Platform.
3. The Professional shall upload its Documents in the formats that the Company deems most appropriate for rendering the said Services and which are listed on the Platform.
4. The Professional gathers these Documents within a Project in order to allow the creation of the Ezus Link.
5. The Professional is responsible for the content of the files, documents and data that he/she submits and/or provides to the Platform. The Professional is free to provide any type of Resources, provided that said Resources are not contrary to the law, morality and/or public order. Similarly, these Resources must not contain any illicit statements that are contrary to human dignity, degrading, defamatory, insulting, racist, anti-Semitic, homophobic, child pornographic and/or contrary to any law.
6. The Professional shall be held responsible for plagiarism, counterfeiting and any other act that may infringe the intellectual property rights of third parties.
7. More generally, the Professional remains responsible for respecting the rights of third parties in the Resources that he/she deposits on the Platform, in particular the Personal Data
8. The Company shall have the right, in its sole discretion, to remove any of the Professional's content for any reason (or no reason), including if it violates the Terms or any Law.
9. Except to the extent prohibited by applicable Law, Company shall have the right to retain and/or disclose any information, including Account Resources (or certain items) of the Professional, that is in Company's possession in order to comply with applicable Law, a legal proceeding or governmental request or complaint of violation.

6.4 - Formatting and customization of Business Documents

1. On the Platform, the Professional can edit his Commercial Documents and format them. Once the formatting is done, the Professional can click on a link to see the formatted Commercial Document.
2. The Professional can also use Themes to visually customize the Viewer so that it matches the Sales Document.

6.5 - Chat

1. A Chat is made available to the Professional on the Platform to enable him to contact the Company's managers as quickly as possible in order to respond to his request and/or help him solve his problem.
2. The Professional is free to address any type of question, provided that said requests respect the law, morality and/or public order. Similarly, these requests must not contain any illicit remarks, in particular contrary to human dignity, degrading, defamatory, insulting, racist, anti-Semitic, homophobic, child pornographic and/or contrary to any law.
3. The Chat must not be used for any purpose other than that mentioned. Any other use, in particular for harassment purposes, may result in the Account being blocked.

Article 7 - Personal data

"Just RGPD, there is nothing to add..."

The full stipulations regarding Personal Data are mentioned in the Personal Data Policies. The Personal Data Protection Policies are the responsibility of the User in the same way as the present GTU.

To consult them, click on this link: RGPD

Article 8 - Availability

"Because we are always here for you."

1. Ezus is a digital Platform available 24/7.
2. However, the Company cannot be held responsible for any unavailability of the Platform that is not its exclusive fault and/or due to an unavailability of electrical or electronic communication networks.
3. Similarly, the Company cannot be held responsible in the event of force majeure or fortuitous event as defined by the regulations and case law in force. In particular, but not exclusively, the following are considered to be cases of force majeure or fortuitous events, in addition to those usually retained by the jurisprudence of French courts exceptional weather conditions, total or partial strikes, internal or external to the company, lock-outs, epidemics, blockage of means of transport or supply for any reason whatsoever, earthquakes, fires, storms, floods, water damage, natural disasters, lightning, attacks, damage caused by viruses for which the existing security means on the market do not allow their eradication, as well as any legal or regulatory obligation or public order imposed by the competent authorities and which would have the effect of substantially modifying the present GTU, computer breakdowns, blockage of telecommunications including the P. T.T. NETWORK, failure of the public telecommunications network, loss of Internet connectivity due to public or private operators, any problem related to the User's modem or computer system or its browser software, interconnections of telephone networks and/or any other transport or telecommunications infrastructure used by the User, failure of the public electricity distribution network and any other event beyond the express control of the parties preventing the normal performance of the Platform.
4. The Company reserves the right to make the Platform temporarily unavailable, in whole or in part, with or without notice, for technical and/or maintenance reasons. The Company may modify, temporarily or permanently interrupt access to the Platform without having to inform the Professionals in advance, as the Company makes no commitment to maintain permanent and uninterrupted access to the Platform. The Company is in no way responsible for these interruptions and the consequences that may result for the Professional.

Article 9 - Duration of Services

"Temporality is merely an objective notion relating the importance of a specific causality to the defined performance of why versus because... Yes, it doesn't mean anything, so read on."

1. The Services are purchased as part of a monthly or annual Subscription.
2. For a Monthly Period, the Subscription runs from the first day to the last day of the month. If a Subscription is taken out during the month, it begins on the day of the subscription and runs until the day before its anniversary date the following month. For example, if the Subscription is taken out on May 16, it runs until the evening of June 15. The Subscription is then tacitly renewed for successive one-month Periods from date to date.
3. For an annual Period, it runs from the first day of subscription to the same date of the following year minus one day. For example, if you subscribe on June 16, the Period will end on the evening of June 15 of the following year.
4. The Parties may terminate the Subscription according to one of the methods provided for in Article 14.
5. The Professional expressly acknowledges that any Period started is due.

Article 10 - Financial conditions

"Good accounts make good customers".

1. After the trial period, the Professional, in order to continue to use the Services, is obliged to take out one of the Platform's Subscriptions. To do so, the Professional must fill out a direct debit agreement on a bank account intended for the payment of the Services, in a dematerialized form or by any other means that the Payment Management Partner Companies deem most appropriate.

10.1 - Prices

1. The prices of the various Subscriptions offered by the Company are indicated on the Platform. They vary according to:
 1. whether or not the Professional can create Collaborator Accounts
 2. the number of Business Documents that can be hosted via the Platform
 3. the type of alert informing the Professional of the consultation of a Sales Document by a Client
 4. the parameters of the Dashboard;
 5. the storage volume made available to the Professional;

6. the degree of formatting and personalization of the Commercial Documents;
7. other specific terms and conditions specified in the subscription offer, if applicable.

2. The selling prices of the Platform in dollars (\$) or euros (€) are announced exclusive of tax (HT) on the commercial supports (presentations, website, emails...). The Company reserves the right to apply the appropriate tax on the sales prices in accordance with the geographical and fiscal situation of the Professional.

10.2 - Offers and Promotions

1. The Company reserves the right, at its own discretion and in accordance with the terms and conditions of which it shall be the sole judge, to propose promotional offers or price reductions.

10.3 - Price revision

1. The price of the various Subscriptions may also be revised by the Company. In this case, the Company undertakes to inform the Professionals of the change in the price of their Subscription at least one month before the new price comes into effect.

2. Professionals who do not accept the new price must terminate their Subscription under the conditions set out in article 14.1. Otherwise, they are deemed to have accepted the new price.

10.4 - Terms of payment

1. Unless the Parties expressly agree on other payment methods, the financial transactions relating to the payment of the Subscription are entrusted to the Payment Management Partner Companies, which ensure their proper execution and security.

2. The Company does not intervene in these services, which are performed under the sole responsibility of the Payment Management Partner Companies.

3. Payment for services may be made by direct debit, credit card or bank transfer. In the case of direct debit, the Professional must fill out a direct debit authorization when registering on the Platform.

4. Payment is implemented by the Payment Management Partner Companies, which alone retain the Professional's bank details for this purpose. It is specified that the Company does not keep any bank details but only encrypted or pseudonymized indications.

5. The direct debit of the Subscription shall be carried out between two days before and after the renewal date, ideally on the precise date of renewal if the payment method allows.

6. The Professional guarantees the Company that he/she has the necessary authorizations to pay the price of the Subscription in accordance with the terms and conditions set forth in this article. The Professional agrees to take the necessary steps to ensure that the Subscription price can be debited automatically.

10.5 - Billing

1. In the case of monthly Subscriptions, the Company issues monthly invoices.

2. In the case of an annual Subscription, no invoice other than the initial invoice shall be issued to the Professional, unless the Professional undertakes to provide new services which shall be the subject of new invoices.

3. A link to download the invoices is made available to the Professional.

10.6 - Payment incidents

1. In the event of a payment incident during the implementation of the direct debit, the Professional has a period of thirty (30) days from the date of issue of the payment incident to regularize his situation by paying the invoice by any useful means.

2. The Professional is informed and expressly accepts that any delay in payment of all or part of an amount due on the due date of thirty (30) days will automatically result, without prior notice, in:

1. the forfeiture of all sums due by the Professional and their immediate payment ;
2. the immediate suspension of the Services in progress until full payment of all sums due;
3. the invoicing to the Company of late interest, as of the thirty (30) day deadline, at the legal rate plus ten (10) points, based on the amount of the debt not paid by the due date;
4. the payment to the Company of a fixed indemnity for collection costs of 40 euros.

Article 11 - Obligations of the Professional

Without prejudice to the other obligations provided for in these GTU, the Professional undertakes to respect the following obligations:

1. To respect at all times these GTU and the laws and regulations in force and not to infringe the rights of third parties.
2. To respect the regulations relating to personal data and professional solicitation by e-mail.
3. To be held responsible for the proper completion of all administrative, tax and/or social formalities that are incumbent upon him/her, where applicable, in relation to his/her use of the Platform. The Company shall not be held liable in any way in this respect.
4. To actively cooperate with the Company for the proper execution of these GTU. The Professional undertakes in particular to inform the Company without delay of any difficulty related to the execution of the Platform.
5. Be held responsible for its use of the Platform. The Professional undertakes to make strictly personal and professional use.
6. Agree that the Company may access the Professional's Business Documents to intervene on support issues.
7. Be responsible for the content of any kind present in the Commercial Documents (editorial, graphics, audio, video, etc.) that the Professional distributes through the Platform.
8. Guarantee to the Company that the Professional has all the rights and authorizations necessary for the dissemination of the contents of the Commercial Documents.
9. Undertake to ensure that the said content is lawful, does not infringe public order, morality or the rights of third parties, does not violate any legislative or regulatory provision and, more generally, is not likely to involve the civil or criminal liability of the Company.
10. Guarantee the Company against any complaint, claim, action and / or claim whatsoever that the Company may suffer particularly because of violation by the

Professional of one of the provisions of these GTU. The Professional also undertakes to compensate the Company for any damage it may suffer and to pay all costs, charges and / or convictions that it may have to bear as a result, including its consulting fees.

Article 12 - Prohibited behaviors

"Not that the name "worms" or "Trojan Horse" is not burlesque, but at Ezus we are allergic to all these little beasts..."

Without prejudice to the provisions of Article 11, it is strictly forbidden:

1. To carry out illegal multi-level marketing, such as pyramid schemes, with the Platform;
2. Requesting login information and accessing an account belonging to someone else;
3. Breach security and authentication measures;
4. Intimidate and/or harass others;
5. Act in a manner that could disable, overburden, or otherwise impair the proper working order or appearance of the Platform (such as an attack resulting in denial of service or interference with the display of pages or other features of the Platform);
6. Engage in any illegal, fraudulent or infringing activity against the rights or safety of others;
7. To undermine public order or violate the law and regulations in force;
8. To break into the Company's systems and the Platform;
9. Use any data collection system, robot or other data gathering and extraction process in connection with the Services;
10. Enter a third party's computer system or perform any activity that could harm, control, interfere with, or intercept all or part of a third party's computer system, violate its integrity or security;
11. Impersonate any person or entity, misrepresent their affiliation with a person or entity or misrepresent their affiliation with a person or entity;
12. Use the Platform to improve the ranking of a third party site;

13. copy and/or misappropriate the concept, technologies or any other element of the Platform for its own purposes or those of a third party
14. To infringe the financial, commercial or moral rights and interests of the Company or the users of the Platform;
15. To monetize, sell or license all or part of the access to the Platform, as well as the information hosted and/or shared therein;
16. Allow and/or encourage violations of these GTU or our rules.
17. To assist or incite, in any form and in any manner whatsoever, one or more of the acts and activities described above, and more generally any practice diverting the Services to purposes other than those for which they were designed. The Professional is also prohibited from disseminating, in particular and without this list being exhaustive:
 - Pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, insulting, violent, racist, xenophobic or revisionist content;
 - Infringing contents;
 - Content that is detrimental to the image of a third party;
 - Content that is misleading, deceptive or that proposes or promotes illicit, fraudulent or deceptive activities;
 - Content that is harmful to the computer systems of third parties (such as viruses, worms, Trojan horses, etc.);
 - And more generally, content likely to infringe the rights of third parties or to be prejudicial to third parties, in any way and in any form whatsoever.

Article 13 - Penalties for breaches

"We would like to avoid punishing you, even if you like it... (Fifty Shades of Grey)"

In the event of a breach of any of the provisions of these GTU, or more generally, a breach of laws and regulations by the Professional, the Company reserves the right to:

1. Suspend all or part of the access to the Platform to the Professional;
2. Terminate the Professional's Account and/or prevent access to the Platform;

3. take all appropriate measures and take any legal action;
4. if necessary, notify the competent authorities, cooperate with them and provide them with all the information needed to investigate and punish illegal or illicit activities.

Article 14 - Modification and termination of services

"It will be a painful departure for us but it will be better to come back..."

14.1 - Deregistration at the initiative of the Professional

1. The Professional may unsubscribe from the Services before the end of the current Period, by notifying the Company by e-mail.
2. The Professional commits, however, for the entire Period of the Subscription that he chooses. The Professional therefore expressly acknowledges that any period started is due, particularly in the event of unsubscription before the end of the term. For example, for a one (1) month offer, the Professional who has accepted the quote or contract must pay for the entire month even if he chooses to unsubscribe before the end of the month.
3. If the Professional unsubscribes from the Platform he will still have access to the Platform until the end of the subscription period.
4. The Professional may not demand any refund or compensation.

14.2 - At the Company's initiative

1. In case of non-compliance by the Professional with these GTU, the Company reserves the right to terminate his access to the Services, with immediate effect, by letter, fax or email. No refund or compensation will be due.
2. As part of the monthly Subscriptions, the Company reserves the right to modify or stop offering all or part of the Services at any time, at its free discretion. The Professional shall

be informed of such modifications and/or cessation by any useful means, with a notice period of one (1) month.

3. In the case of annual Subscriptions, the Company reserves the right, at its sole discretion, not to authorize the Professional to renew his Services at the end of his Subscription Period.

4. Termination shall take effect as of right on the date the Company sends the Professional a written notice pursuant to this clause. The Professional shall then have a period of seven (7) days to recover the information put online from his Account. During this period, the Professional may no longer use the Platform Services. At the end of this period, the Professional's Account shall be automatically deleted without prior notice.

14.3 - End of the subscription period

1. The Subscription is automatically renewed every month in the case of a monthly commitment or every year in the case of an annual commitment, so that it cannot come to an end without the express wish of the Professional.

2. The Professional may also request a suspension of his subscription. This suspension blocks the creation of new Commercial Documents and prevents the modification and sharing of old ones.

3. If a suspension has been requested, to continue to benefit from all the Services of the Platform, the Professional simply needs to take out a new Subscription.

14.4 - Consequences of termination of Services

1. The termination of the Services, for whatever reason, shall result in the deletion of the Professional's Account, which shall no longer have access to the Platform. Consequently, it is the Professional's responsibility to ensure that the information accessible in his Personal Space (in particular his Commercial Documents and invoices) is saved, of which no copy will be provided.

2. The Professional acknowledges that he/she shall not be entitled to any refund of all or part of the price corresponding to the current Period.

Article 15 - Correction and assistance

*"Super Ezus to the rescue! * Imagine the music with otherwise it doesn't work... * "*

1. Assistance is available from Monday to Friday, from 9am to 12:30pm and from 2pm to 6pm, and allows the Professional, in particular through the Chat, to bring to the attention of the Company the malfunctions of the Platform. These malfunctions must be reproducible and not attributable to misuse or incorrect configuration of the Platform by the Professional or any other person, whether or not authorized, nor to a malfunction of a hardware or software element of a third party or developments of the Professional resulting from its possible use of the API.
2. This assistance service does not cover on-site visits by technicians of the Platform. Any possible correction or assistance requested by the Professional will be carried out at the discretion and will of the Company according to the type of problem encountered.
3. Corrections shall be made remotely by the Company's technical team.

Article 16 - Guarantee of the Professional

"Reassure us, we will return it to you".

1. The Professional guarantees the Company against any complaint, claim, action and / or claim whatsoever that the Company may suffer particularly because of the violation by the Professional of one of the provisions of these GTU.
2. He undertakes to compensate the Company for any damage it may suffer and to pay all costs, charges and / or convictions that it may have to bear as a result, including its consulting fees.

Article 17 - Exclusion of responsibility and guarantee of the Company

"Our developers may be exceptional, but unfortunately they cannot guarantee everything, especially taking out the garbage..."

1. The Company undertakes to provide the Services diligently and according to the rules of the trade, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Professional recognizes and expressly accepts.
2. The Company does not guarantee the success of the Commercial Documents put online by the Professional on the Platform, nor the conclusion of contracts with Clients following these Commercial Documents.
3. The Company is in no way a party to the contracts concluded between the Professional and his Clients and shall in no way be held liable for any difficulties that may arise during the conclusion or performance of these contracts, nor be a party to any disputes that may arise between a Professional and a Client concerning in particular the content of the Commercial Documents, the declarations and any other obligations whatsoever to which the Professional is bound.
4. The Company is not responsible for the use of the Services made by the Professional and, more particularly, for sending the link to the Commercial Documents to the Clients.
5. The Company has no knowledge of the content that the Professional disseminates as part of the Services, on which it does not perform any moderation, selection, verification or control of any kind and in respect of which it acts only as a hosting provider. Consequently, the Company cannot be held responsible for the content of the Services.
6. The Company declines all responsibility in case of possible loss of the Commercial Documents, or, more generally, of the information accessible in the Professional's Personal Space, the latter having to make sure to save a copy of the information he/she deems necessary and not being able to claim any compensation for this.
7. The Company declines all responsibility in case of alterations and/or inaccuracies of the data of the Dashboard which would be due to the functioning of the Professional's internet browser and/or that of the Client.
8. The Company undertakes to carry out regular checks to verify the operation and accessibility of the Platform. In this regard, the Company reserves the right to temporarily interrupt access to the Platform for maintenance purposes. The Professional shall then be informed as soon as possible. Similarly, the Company shall not be held responsible for difficulties or temporary impossibility of access to the Platform due to circumstances beyond its control, force majeure, or due to disruptions in the telecommunications network, the Professional being aware of the complexity of global networks and the influx, at certain times, of Internet users.

9. The Services are provided by the Company as is and without warranty of any kind, express or implied. the Company does not guarantee the Professional that the Services, subject to constant research to improve performance and progress, will be completely free of errors, defects or faults. the Company also does not guarantee that the Services, being standard and in no way offered for the sole purpose of a given Professional according to his own personal constraints, will specifically meet his needs and expectations.

10. In any event, in the event of non-performance by the Company of its obligations under this contract, the liability that may be incurred by the Company under these GTU is expressly limited to the foreseeable loss (excluding any indirect loss such as consequential damages) up to a maximum of ten percent (10%) of the total amount, excluding taxes, of the sums paid to the Company by the Professional in the six (6) months prior to the event giving rise to liability.

11. The Professional is solely responsible for his computer equipment and undertakes to ensure the security of his Internet connection when using the Platform. The Company shall in no case be held responsible for any misappropriation of the Professional's data when using the Platform.

12. Despite all the security measures put in place, the Company cannot commit to the Professional to guarantee a total absence of risk that may be, in particular, caused by a cyber-attack, hacking or any other intervention outside or inside the Company that may lead to theft, loss or destruction of data of the Professional and those of the company.

Article 18 - Online payment methods

"Impress your customers with your tailor-made stays, that's good. Getting your customers to pay then is better!"

Any use of the Platform implies by right the adhesion of the Users of the Site to the present GTU. One of our services is to offer an online payment solution for Professionals to collect payments made by Customers during transactions.

Any payment made online via the Site also implies adherence to the terms and conditions of the banking service provider (hereinafter "Stripe"). The Company is not a party to this exchange between the Customer, the Professional and Stripe.

18.1 - Data security

1. Payment shall be made by credit card or SEPA direct debit, via Stripe, which is certified for the "PCI-DSS" standard, which guarantees the confidentiality and security of banking data and ensures the smooth and secure conduct of the financial transaction.
2. The Client must provide his bank details, which will be processed by Stripe for the sole purpose of managing the payment of the reserved service.
The Company does not intervene in these banking transactions, and shall not be liable for any malfunctioning of Stripe.
3. When payment is made by credit card, all banking information (credit card number, date of validity, cryptogram on the back of the card) concerning the Customer is protected and encrypted before transmission to the Company's processing center.
4. These data are not accessible to the Company or the Professional except for the possible access to a part (or to some digits) of the bank card number, to its expiration date, and this for management purposes, in particular to facilitate the management of claims.
5. Data management by the Stripe provider is detailed in Stripe's general terms and conditions of use (article C and D) accessible at the following url: https://stripe.com/fr/ssa#section_d_translation

18.2 - Payment of the Service

1. The price of the Service is set by the Professional and the price of the Service must be paid by the Client. In the case of an online payment made by the Client, the Professional shall provide the Client with an invoice confirming the receipt of the payment.
2. The Professional, by using the online payment service, agrees that the payment made is identical to a payment made directly to the Professional. He is also solely responsible for the calculation and payment of the fees due for using the payment tool.

18.3 - Responsibility of the Professional and the Company

1. In order to use the online payment service, the Professional shall have the choice of defining his general terms and conditions of sale in the legal notices of the financial documents and/or in the sales contracts directly sent to the client and/or directly add the general terms and conditions of use in the website in a tab provided for this purpose.

2. The Company shall not be liable for any problem during payment or for any dispute, whether it occurs online or directly with the Professional. The Company is an intermediary providing a means of payment between the Professional and the Client. It is in no way the seller, no charge or responsibility in the payment can be attributed to him.

3. The Client accepts that the Company is not a party in the contractual relationship between the Professional and the Client.

18.4 - Consequences of the end of the Services

1. The Company shall not be held liable in the event of a dispute between a Professional and a Client. In particular, the Company does not guarantee the proper execution of Contracts concluded between Professionals and Clients to which it is not a party.

2. The Company shall not be held liable in the event of a request for reimbursement or cancellation of the Service. The terms of a cancellation or a refund shall be defined in advance between the Client and the Professional in accordance with the conditions imposed by the GTU of Stripe.

3. The terms relating to withdrawal shall also be defined in advance and in accordance with the right of withdrawal of the Tourism Code in force. Special conditions may be established by the Professional to govern the cancellation and refund processing fees between him and his Customer.

18.5 - Pricing and Commissions

In return for Stripe, the Company may charge the Professional a service fee. The fee for the online payment service for the Professional is :

- 2.5% for payments by European bank card;
- 4% for payments made by non-European bank card;
- 1% in the case of a SEPA transfer.

Additional fees may apply:

- Transactional fee for payments in different currencies in the amount of 1% for payments bordering the USA, 2% in the case of non-border payments with the USA.

- Chargeback fee (billed manually: no code required)

Thus, the fee for the "online payment service" by the Professional includes :

- Service fees of the payment operator (services + monthly account management costs) ;
- Payout" costs, i.e. payments from the Stripe account to the agency's bank account;
- Platform Services fees; in case of refund, no additional fees will apply for the Professional.

Article 19 - Intellectual Property

"Our creativity is our DNA. To steal it from us is to kill us."

1. Any element put into shape directly by the Company on the Platform is its entire property.

2. The Platform, which includes the software as well as all Intellectual Property rights mentioned in these GTU is and will remain the property of the Company. All rights to the Platform not expressly granted to the Professional are reserved and retained by the Company and its licensors without restriction, including, without limitation, the Company's right to exclusive ownership of the software and documentation.

3. Without limiting the foregoing, Professional agrees not to (and shall not permit any third party to):

1. Sublicense, distribute or use the Platform outside the scope of the license granted by these GTU;
2. Copy, modify, adapt, translate, create derivative works, reverse engineer, disassemble or decompile the software or otherwise attempt to discover the source code or trade secrets relating to the Platform;
3. Copy or imitate all or part of the design, layout and appearance of the Services, which are protected by Intellectual Property Rights;
4. Loan, lease, sell, assign or otherwise transfer rights to the Platform;
5. Use, publish, transmit or introduce any device, software or routine that interferes or attempts to interfere with the operation of the Platform;
6. Use the trademarks, trade names, service marks, logos, domain names and any other distinctive sign or copyright or proprietary right associated with the Platform for any purpose without the express written permission of the Company;
7. Register, attempt to register, or assist anyone else in registering any trademark, trade name, logo, domain name and other distinctive signs, copyright or other proprietary right associated with the Platform other than in the name of the Platform;

8. Remove, obscure or alter any copyright, trademark or other proprietary rights notices appearing on the Platform or on any other element included therein;
9. Seek injunctive relief with respect to any portion of the Platform based on patent infringement;
10. The Company shall not be held responsible, in particular as a counterparty, for any content published on the Platform by any person other than itself.

Article 20 - Ownership of statistical results

"Let's discover together an invisible face of the world".

1. The Platform allows the Professional to obtain statistical results concerning the reading of its Commercial Documents by Clients.
2. The Professional is the owner of the Personal Data, the Resources as well as the Commercial Documents that it makes available on the Platform, however, the Company remains the owner of the statistical results that it provides to the Professional through its own programs.
3. Once anonymized, the Company reserves the freedom to exploit, conglomerate, compare, share, publish and transfer the content of the statistical results.

Article 21 - Warranty of eviction

"Eviction guarantee: a bit of a barbaric term to tell you that we do the right thing."

1. The Company represents and warrants that the Solutions it has developed are original within the meaning of the French Intellectual Property Code and that it owns all intellectual property rights that enable it to enter into the Agreement.
2. The Company undertakes to guarantee that the Solutions are not likely to infringe the rights of third parties.

Article 22 - Commercial references

"If you like us, we like to let people know, because we like you too."

1. The Professional authorizes the Company to use its name, brand and logo as commercial references, in particular in its commercial documents and on its Internet Platform, in any form whatsoever.

Article 23 - Advertising

"Fortunately not very present although existing, our ads are a bit like your mother-in-law."

1. The Company reserves the right to insert, on any page of the Platform and in any communication to Professionals, advertising or promotional messages in a form and under conditions that the Company will be the sole judge.

Article 24 - Complaints

"There is even a right to war, if, if, since we tell you..."

1. Any act committed on the Platform or via the Services that is prejudicial to a third party may be the subject of a complaint to the Company.

2. This complaint must be sent to the Company at the address mentioned in Article 1.

3. The complaint must include:

1. the date of the notification,
2. the identity of the complainant (in the case of a natural person: surname, first name, profession, domicile, nationality, date and place of birth; in the case of a legal person: its form, name, registered office and the body that legally represents it)
3. the name and address of the addressee (in the case of a legal person, its name and registered office),
4. description of the disputed facts and their precise location
5. the reasons for which the content must be removed, including the mention of the legal provisions and the justification of the facts,

6. a copy of the correspondence addressed to the author or publisher of the contentious information or activities requesting their interruption, withdrawal or modification, or justification for not being able to contact the author or publisher.

4. The company will be free to take all appropriate measures, without any obligation on its part, and/or to transmit this complaint to the competent authorities.

5. Any complaint that the Professional makes against the Company shall be resolved in accordance with this article. It shall be considered that any complaint introduced or issued in violation of this article is not properly introduced. If the Professional lodges a complaint in violation of this article, the Company may request reimbursement of legal fees and costs up to 100,000.00 euros, provided that the Company has informed the Professional in writing that the complaint was incorrectly lodged and that the Professional has not duly withdrawn the complaint.

Article 25 - Modification of the GTU

"Even trendier than fashion week, Ezus releases new GTU collections."

1. The company reserves the right to modify at any time the present GTU.

2. The Professional will be informed of this modification one (1) month before the entry into force of the new GTU, by any useful means.

3. The Professional who does not accept the modified GTU must, before they come into force, unsubscribe from the Services.

4. The Professional may not request a refund for the period already committed but he may decide to stop his subscription. These conditions are written for the good functioning of the software, the Professional has the right to suggest improvements.

5. Any Professional who uses the Services after the entry into force of the amended GTU is deemed to have accepted these changes.

Article 26 - Applicable law and jurisdiction

"Just as Esus is a Celtic god, we are attached to our traditions and prefer French law, the rosette of Lyon, the wine of Burgundy..."

1. The present GTU are governed by French law.
2. In the event of a dispute concerning the validity, interpretation and/or execution of these GTU, the Parties agree that the courts of Paris (France) shall have exclusive jurisdiction to rule on the matter, except in the event of mandatory procedural rules to the contrary or agreement between the Parties.

Article 27 - Language

"As a logical consequence of the previous clause, our fox cubs also prefer the French language, the frogs of the Dombes, the Tatin and the praline of Saint-Genix..."

1. The language of drafting and interpretation of these General Conditions is French. In case of contradiction in translation, only the French version will be used as the basis for interpretation.

Article 28 - Entry into force

"At the same time as our n-th website was born..."

1. The present GTU came into force on 05/02/2019 (day/month/year). They can be updated on a monthly basis.