

# General Conditions of Use and Sale

Last updated on October 08, 2019

## Preamble

These general conditions of use and sale (GCUS, the "Contract") apply the services offered on the ShopMyInfluence website (the "Site") and on the mobile application operated by Influens.Network ("we", the "Company", "Application", "ShopMyInfluence"). The service is published by Influens.Network SASU (simplified one-person joint stock company) whose registered office is in PARIS (75018) 89 street Duhesme, registered in the commercial register and PARIS companies under number 82 462 361 500 013 represented by Mr. Boris DELTELL its CEO. The CGUS define the rights and obligations of the users in the way of using the mobile application. They are the support of a contractual relationship between the member and the company Influens.Network.

These Terms and Conditions define the main rules for using the mobile application. They are supplemented by additional policies, the Data Policy Personal, the Cookie Policy and Frequently Asked Questions (FAQ) - in order to guide the member more precisely in handling the mobile application. In the hypothesis of a conflict between the different policies resulting in a lack of accessibility, intelligibility and / or predictability of the rules, these GCUS take precedence over the Personal Data Policy, Cookie Policy and FAQs.

In the event that one of the stipulations of these GCUS is declared null or inapplicable by the effect of a law of a regulation or a jurisdictional decision emanating from a competent court, the other stipulations will keep their validity and their force, except to imagine that these GCUS are distorted or that this results in a significant imbalance of obligations of the parties.

## Article 1 - Definitions

In the GCUS, the words or expressions below will have the following meaning:

**Account:** means the account is the personal space dedicated to the Member on the Application, to which he access by registering and logging into the Application. It allows the Member to access Services.

**Application:** means the ShopMyInfluence application, available on the Apple App Store.

**ShopMyInfluence:** means Influens.Network, (simplified one-person joint-stock company) whose registered office is in PARIS (75018) 89 street Duhesme, registered in the trade and

companies of PARIS under the number 82 462 361 500 013 represented by Mr. Boris DELTELL its CEO, owner and sole operator of the Application, Site and brand "ShopMyInfluence".

GCUS: designates these General Conditions of Use, the "Contract".

Member (s): means a person registered on the Application.

Navigating Member (s): characterized by the ability of Members to create a profile, to navigate.

Services: refers to all of the services offered in the ShopMyInfluence application.

Site: means the ShopMyInfluence website.

## **Article 2 - Applicable law and litigation**

These Terms of Use are governed, interpreted and applied in accordance with French law, subject to the protection afforded to Members by the provisions local jurisdiction requirements. In case of dispute over the service of any provision or term of the GCUS, the member can contact ShopMyInfluence by post addressed to Influens.Network, head office is in PARIS (75018) 89 street Duhesme or by taking contact directly by email at hello@ShopMyInfluence.

## **Article 3 - Modification of the Services and Conditions of Use**

ShopMyInfluence may modify the GCUV at any time. The Member will be informed of the nature of these modifications as soon as they are posted on the Site and on the Application.

The new GCUS will be notified via the Application and will apply immediately, For Members registered after the modifications are posted on the Site, these will be immediately applicable to them because they will have expressly accepted them by becoming members.

For Members registered prior to the posting of modifications on the Site, these will be considered accepted without reservation on his part if he continues to use the services of the Application.

It is the Member's responsibility to read the GCUV carefully when they are updated and to take fully aware of the modifications caused by the latter. In case of disagreement with the modifications of the GCUV, the Member has the right to terminate the Services and to terminate his Account in accordance with article 11.

## **Article 4 - Conditions of access and Registration for Services**

The Application can be downloaded for free from the Apple App Store for iPhones using the iOS versions specified on the ShopMyInfluence page of the App Store. When the conditions necessary for Member status are met, ShopMyInfluence assigns the Member an account containing at least:

An editable profile

The possibility of posting items from partner brands To register, any person interested in the Services must be at least 16 years old, have read and accepted these GCUS, the Cookie Usage Charter and the Data Policy.

Registration will be done mainly by sending a confirmation by email When registration, the Member accepts these GCUV and the Data Policy and undertakes to comply with the obligations imposed on it, as mentioned in the article 7 of these GCUS.

### **Article 5 - Services and functionalities**

The Application provides ShopMyInfluence Members with the possibility of creating wishlists with their favorite brands and to be paid for sales made from their wishlists.

### **Article 6 - ShopMyInfluence Personal Data Policy**

When registering on the Site or Application, the user is required to provide information on concerning in accordance with article 4.

This information is subject to automated processing by ShopMyInfluence.

When validating their registration to the Application and / or the Site, the user must take knowledge of the ShopMyInfluence Personal Data Policy. The processing of personal data implemented by ShopMyInfluence is necessary for the performance of this contract to which the Member is a party.

ShopMyInfluence uses cookies to operate and improve the Site and also to improve Services that are offered. By continuing to browse the Site, the Member gives his consent to the use of cookies in accordance with the Cookie Policy of ShopMyInfluence.

In accordance with articles 38 and following of law n ° 78-17 of January 6, 1978 modified by law n ° 2004-801 of August 6, 2004 relating to data processing, files and freedoms, anyone can access and if necessary correct or delete personal data concerning him, contacting ShopMyInfluence whose contact details are in article 12 of these GCUS.

Any person may also, for legitimate reasons, oppose the processing of data personal information.

### **Article 7 -Obligations and responsibilities of Members**

Failure to comply with the following obligations and responsibilities may result in the cancellation of the account of a user.

#### **7.1 -Obligations**

Members agree when using the Services defined in article 5:

To be honest and sincere in their statements.

To respect the laws and regulations in force and not to violate public order.

To respect intellectual or industrial property rights.

Not to upload photos from a third party.

Not to commit crimes of defamation, insult, provocation in particular of character racial or discriminatory, of apologies for war crimes or crimes against humanity.

To respect the rules of morality and decorum and in particular not to broadcast content to pornographic or exhibitionist in nature and not to incite violence or racial hatred in any way.

Not to communicate their passwords and other confidential codes allowing third parties or other Members to access the Services in their Account.

Not to use software, application, interface or the help of a third party in order to interfere in the making contact with other Members of the Application (the credibility of the Application resting on the reality of the exchanges).

To respect the confidentiality of correspondence and the privacy of other Members

To abstain from other members of any proposal or initiative contrary to their will expressed

Not to harm the Services, the Site or the Application.

To refrain from any commercial or advertising use of the Site and the Application.

Not to organize an event, collective meeting of its members by means of the Site, the Application and Services made available to them.

### **7.2.1 -Responsibility for compliance with its obligations and moderation by ShopMyInfluence of content published by a Member**

Responsibility :

The Member is solely responsible for his actions and for the data he publishes via the Application and in particular, photos published by the Member and the description added to his profile. Regarding photos published by the Member, these cannot be an illustration or contain any nudity or pornographic material. If the responsibility of ShopMyInfluence comes to be sought in the context of the Member's non-compliance with his obligations, the Member guarantees ShopMyInfluence against any sentence pronounced against it, finding its origin in the transgression of the law or of these GCUS by the Member.

pornographic, exhibitionist nature, indecently and generally contrary to morality are formally prohibited. All character photos pornographic, exhibitionist undermining modesty and generally contrary to moral are formally prohibited.

Moderation:

Checks made by ShopMyInfluence:

When registering the Member, ShopMyInfluence moderates the content published by Members (photos published and description added to the profile). Otherwise, ShopMyInfluence checks that each photo published by a Member respects these GCUS (in particular article 7.1 above) and allows the identification of the Member.

ShopMyInfluence reserves the right to delete any content (message, photo or other) that does not meet the conditions previously mentioned.

In this context, a photo published by a Member may be rejected by ShopMyInfluence in the cases following:

the photo is an illustration.

the photo has no visible face.

the photo contains nudity or is pornographic or exhibitionist in nature.

the photo is too blurred to be able to identify the Member.

the photo is a group photo and does not identify the Member. In such cases, this photo is deleted from the servers of ShopMyInfluence and the Member is invited to submit a new photo.

In addition, the publication of photos of a pornographic, exhibitionist nature that infringe indecency, incitement to racial violence or hatred and generally contrary to moral constitutes a serious issue, which may give rise to the suspension and / or termination of the Member account, without excluding other sanctions that may be imposed by the justice.

The consequences of the moderation carried out by ShopMyInfluence are set out in article 11

of the GCUS ("Termination of the Account by ShopMyInfluence in case of breach of the GCUS").

ShopMyInfluence uses an external service provider to assist it in filtering non-photos in accordance with these GCUS.

No decision is taken solely on the basis of automated data processing personal.

Reporting by a Member:

During the use of the Application and / or the Site, any Member may report the contents unlawful, infringing applicable law or these GCUS using the tools moderation provided by the Application / Site in the menu present in each chat screen with the mention "Report".

## **7.2.2 -Responsibility relating to the member's equipment**

The equipment (hardware or software) necessary to access the Services as well as all other related costs, including telecommunication costs are the sole responsibility of the Member. The Member is solely responsible for the equipment used to reach the Service.

## **Article 8 - Fight against fraud**

In order to maintain the confidence of Members in each other and to strengthen the security of its Members, ShopMyInfluence implements a system to combat fraudulent profiles users who engage in any kind of abuse, scam or illegal activity via their Account.

Based on objective and cumulative criteria (complaints from Members, use of VPN, use photos of third parties, including celebrities, ShopMyInfluence studies the Member's profile concerned.

If it is established by ShopMyInfluence that it engages in abuse, scams or any other activity illegal, ShopMyInfluence will close his account.

ShopMyInfluence uses an external service provider to assist it in detecting fraudulent behavior.

No decision is taken solely on the basis of automated data processing.

## **Article 9 - Obligations and responsibilities of ShopMyInfluence**

### **9.1 -Obligations**

ShopMyInfluence undertakes to provide the infrastructure and technical means required for the providing a quality Service to Members equipped with an iPhone terminal working with a compatible IOS operating system as specified on the ShopMyInfluence page of the App Store. ShopMyInfluence cannot be held responsible for any malfunction of the Member terminal or compatibility problem between the Application and the terminal.

All measures are taken to minimize the risk of fraudulent access to the system ShopMyInfluence In this regard, ShopMyInfluence uses firewalls (equipment located between the Internet network and the private network of a company to increase the security of the latter by filtering traffic from or to the Internet). However, it is impossible to guarantee the security of a network. ShopMyInfluence is not responsible for breakdowns, interruptions or malfunction of the internet service provider's services Member, as well as any cause external to ShopMyInfluence which could interrupt or damage access to ShopMyInfluence Services. The Member must ensure that he has a secure email address. Despite or following the omission of these precautions, the Account of the Member is likely to be a victim of fraud. ShopMyInfluence also wants to prevent the Member against any exceptional risk of receiving unwanted messages or Messages purportedly from ShopMyInfluence. The Member must be attentive and vigilant

so, if these hypotheses are realized, to warn ShopMyInfluence by sending a letter or an email to the address provided in article 12.

## **9.2 -Responsibilities**

ShopMyInfluence and its partners cannot be held responsible for illegal actions or liable to criminal sanctions, committed by its Members, among which and in a manner not exhaustive:

### **9.2.1 -Unlawful behavior**

ShopMyInfluence is not responsible for cases of fraud, scam, usurpation identity, prostitution, third party intellectual property and other offenses committed by Members through the Site and the Application as well as the Services placed at their disposal.

### **9.2.2 - Content at issue**

ShopMyInfluence is not responsible for contentious content disseminated by Members and is reserves the right to save any content in dispute, in particular to make it available to competent authorities.

## **Article 10 - Intellectual property**

### **10.1 - Trademark law**

The "ShopMyInfluence" brand is the exclusive property of ShopMyInfluence. ShopMyInfluence is holder of all the rights relating. The brand has been registered with the National Institute of Industrial Property and with the United States Patent and Trademark Office (USPTO). Any reproduction and / or use and / or partial or total affixing and / or modification and / or deletion of the brand and related rights such as, for illustration and in a non-exhaustive manner, the slogan and logo offered by the Application, by any process whatsoever, under any form whatsoever, in any medium and by any media, is strictly prohibited without the express prior written consent of ShopMyInfluence and is liable to prosecution. Member must not use meta-tags or any other text "Hidden" containing the name or brand "ShopMyInfluence" without the express written consent of ShopMyInfluence. The brand is protected by articles L713-2 and following of the French Code intellectual property and by international intellectual property law.

### **10.2 - Copyright**

ShopMyInfluence is the holder of all intellectual property rights relating to the Application and the Site.

Within the context and only for the normal use of the Site or the Application,

ShopMyInfluence grants the Member a right of use on the works appearing on the Application and the Site, such as, in a non-exhaustive way, the texts, paginations, presentations, layouts, photographs, images, drawings, graphics, buttons, videos, sounds and data (the "Works").

The license to use the Works granted by ShopMyInfluence to the Member is non-exclusive and non-transferable and reserved for private, personal and non-commercial use, for the world, within the context and for the duration of the registration for the Services. It is forbidden to sell, rent, lend, distribute or sublicense all or part of a Work or transfer any right on all or part of this Work. It is forbidden to copy, modify, alter in any other way a Work, in whole or in part, to create derivative works from a Work or to integrate all or part of a Work in other works whatever their form.

The Works are protected under articles L122-4 and following and L335-3 and following of Code of intellectual property and by international intellectual property law.

### **10.3 -Softwares**

The following conditions apply to all software (source codes, updates and development, preparatory design material and related documentation) of ShopMyInfluence used in connection with the Services (the Software). All Software is the property of ShopMyInfluence which holds all intellectual property rights and rights of related use. The Software is protected by article L122-6 of the Property Code intellectual property and by international intellectual property law. In the context and only for the normal use of the Site or the Application, ShopMyInfluence grants the Member a provisional reproduction right of the Software. This reproduction right includes the right to load, view and run the Software. Rights that are not expressly granted to a Member are retained by ShopMyInfluence. The right of use granted by ShopMyInfluence to a Member is non-exclusive and non-transferable and reserved for private and personal use, for the worldwide, within the framework and for the duration of the subscription to the Services. It is forbidden to sell, rent, lend, distribute or sub-license all or part of a Software or transfer any right to all or part of this Software. It is prohibited to integrate all or part of a Software in other programs, to compile all or part of a Software with another program, to transfer all or part of a Software to use it with another service or to copy, modify, otherwise alter Software in whole or in part, to create derivative works from the Software or reverse engineer or decompile Software in whole or in part, except to the extent permitted by law. In order to keep the Software up to date, ShopMyInfluence may offer automatic or manual updates at any time without prior notice.

### **10.4 -Use of the database**

The Application and Site database is the exclusive property of ShopMyInfluence which holds all the intellectual property rights relating.

It is forbidden to extract, by permanent or temporary transfer, all or part



qualitatively or quantitatively substantial content of the Application or Site on a other medium, by any means and in any form whatsoever.

It is also prohibited to reuse, by making available to the public, all or part qualitatively or quantitatively substantial content of the Application or Site, what whatever form it takes.

Finally, the repeated and systematic extraction or reuse of parts qualitatively is prohibited or quantitatively non-substantial of the Application or the Site when these operations exceed obviously the normal conditions of use of the Application or the Site.

### **10.5 - Unfair competition**

It is formally prohibited to design a product similar to the Application or the Site or to create a derivative, and more broadly to be guilty of parasitism, acts of imitation, denigration or any other act constituting unfair competition. If applicable, ShopMyInfluence reserves the right to summon the Member with a view to obtaining full compensation for the prejudice caused to it by the Member.

Member is subject to sanctions if he succeeds in or attempts to grant licenses or sub-license, sell, resell, transfer, assign, distribute or commercially exploit another way or make the Service available to third parties , Application or Site of any kind.

### **10.6 - Content broadcast by the Member**

Member grants ShopMyInfluence a license to use property intellectual property rights attached to the content provided by the Member in the context of its use of Services This license will be used by ShopMyInfluence within the limits of respecting the right to the image, the protection of personal data of the Member and this without altering the authenticity of the member's profile and remaining consistent with his profile. This license includes the right for ShopMyInfluence to reproduce, represent and modify a content in order to respect the graphic charter of the Services and make them compatible with its technical performance or formats of the media concerned. These rights are conceded to the world and for the duration of execution of the Conditions of Use between the Member and ShopMyInfluence.

The Member remains the owner of the content and personal data he provides. The Member guarantees ShopMyInfluence against any legal action, appeal or conviction pronounced against it originating in the violation by the Member of the intellectual property of a third party. The Member guarantees ShopMyInfluence of all claims or damage that may result.

## **Article 11 - Termination**

### **11.1 - Termination by the Member**

### **11.1.1 Disabling and uninstalling the Account**

At any time, the Member can deactivate his Account without notice via the Application if he does not no longer want to be visible.

When deactivating the profile:

The Member's profile will be made invisible to other Members for the past and the future.

In the event of reactivation of the Account within the period of 1 year following the deactivation of the Account, the stored data will be reassigned to his profile and the profile will become visible again.

### **11.1.2 Deletion of the Account**

The Member can decide to permanently delete his Account by sending an email or a letter to ShopMyInfluence whose postal address and e-mail address appear in the article 12, at any time and without notice. Therefore the member's profile will be permanently deleted. When the Member wishes to resume using the Application, he will be obliged to register under the same conditions as a first registration.

When deleting the Account:

The Member's profile will be made invisible to other Members.

The Member identification data will be kept for 1 (one) year from this date.

The Member cannot reactivate his old Account.

### **11.1.3 Termination of the subscription 24 hours before the expiration of the initial term**

In the event that the Member has subscribed in accordance with article 5.2 of the GCUS, the Member is informed that the contract is automatically renewed after each term subscription according to the duration initially agreed unless the Member terminates his subscription no later than 24 (twenty-four) hours before the expiration of the initial term. The conditions for terminating the subscription contract concluded via the Application are those of the store relevant (App Store for devices with iOS operating system).

In accordance with the article L. 215-4 of the Consumer Code, the provisions of articles L. 215-1 to L. 215-3 and L. 241-3 are fully reproduced in the service contracts for services to which they apply.

Article L. 215-1 of the Consumer Code:

For service contracts concluded for a fixed period with a clause of automatic renewal, the professional service provider informs the consumer by

written, by nominative letter or dedicated email, at the earliest three months and at the latest a month before the end of the period authorizing the rejection of the renewal, the possibility of not renewing the contract it has concluded with a tacit renewal clause.

When this information has not been sent to it in accordance with the provisions of the first paragraph, the consumer can terminate the contract free of charge, at any time from from the renewal date.

Advances made after the last renewal date or, in the case of contracts to indefinite period, after the date of transformation of the initial fixed-term contract, are in this case reimbursed within thirty days from the date of termination, after deduction of the sums corresponding, up to this, for the performance of the contract.

The provisions of this article apply without prejudice to those which submit legally certain contracts to special rules regarding the information of the consumer.

Article L. 215-2 of the Consumer Code:

The provisions of this chapter do not apply to operators of drinking water services and sanitation.

Article L. 215-3 of the Consumer Code:

The provisions of this chapter also apply to contracts concluded between professionals and non-professionals.

Article L. 241-3 of the Consumer Code:

When the professional has not reimbursed under the conditions provided for in article L. 215-1, the sums due bear interest at the legal rate.

## 11.2 - Termination of the Account by ShopMyInfluence in case of breach of the GCUS

In the event of a member's breach of the GCUS, his Account may be suspended at any time on a conservatory basis and then terminated as of right by ShopMyInfluence.

At any time and in case of non-compliance with these Terms and Conditions by a Member, ShopMyInfluence will be free to suspend access to his Account accessible from the Site and the Application

for a period of 1 (one) month. The Member whose Account is suspended will be informed by ShopMyInfluence of this decision by sending a notification on the Application and / or by email.

The Member is invited to contact ShopMyInfluence customer service by email in order to provide explanations for the criticisms addressed to him. No response from him and / or if his arguments did not justify the breach, ShopMyInfluence may notify the Member the termination of their Account via the Application and / or by email and inform the Member of the period during which he will not be able to re-register for the Application. In the

absence of precision, this duration is set at 3 (three) years from the notification of the termination of the Account.

Upon the termination of the Account:

The Member's profile will be made invisible to other Members.

Member identification data will be kept for 1 (one) year from this date.

The Member may not re-open an Account for a minimum period of 3 (three) years from count from notification of Account termination or as specified in the process termination.

## **Article 12 - USER PAYMENT SYSTEM**

### **12.1. REMUNERATION OF USERS**

ShopMyInfluence offers its members the possibility of being rewarded on sales generated via their wishlists. These wishlists must be created from the catalog of partner brands of ShopMyInfluence.

To be able to be paid, the user must be at least 18 years old and / or have the right, the capacity and the legitimacy to give your consent to these conditions and respect them. Or, if it is a minor under the age of 18, be aged under 16 and guarantee to ShopMyInfluence (a) that he has the express permission of his parents or legal guardians to accept these terms of use and perform all actions which are made available to him on the tool and that he undertakes to send consent express written from his parents or legal guardians within 48 hours to ShopMyInfluence on request from this one.

Users will be rewarded for purchases made from the user's wishlists.

The main factors in determining the amount to be paid will be the price and brand of the product that generated the purchases. The estimated remuneration is between 5% and 15% of the net price Sales. ShopMyInfluence reserves the right to change these percentage periodically, by therefore the user who would like to obtain precise and updated information on this regard should consult the commercial details contained in these conditions of use.

The cumulative remuneration can be consulted in the "Statistics" section of the preferences of account of each user. This cumulative remuneration will be updated at least once per update to the user's of ShopMyInfluence.

### **12.2. PAYMENT AND LIQUIDATION**

To be able to receive remunerations by transfer, it will be necessary to exceed the sum

from 100 €. If the user opts for the transfer of remuneration and the aforementioned conditions are met, he will be asked to provide the relevant information in order to perform the money transfer.

This transfer will only be made via PayPal. Therefore, when the payment has to be made to the user, he must have a PayPal account (or create one) to be able to receive payment. Otherwise, ShopMyInfluence is not required to pay this user.

The transfer fees via PayPal will in all cases be borne by the user.

### **12.3. TAX OBLIGATIONS**

The user undertakes to respect the legal order with regard to the taxation of awards obtained on ShopMyInfluence. The user declares to be solely responsible for the fulfillment of its obligations in terms of taxation, and release ShopMyInfluence from any fiscal responsibility derived from the payment of the remuneration obtained. ShopMyInfluence agrees to make quarterly income tax payments (IRPF) for the total number of operations carried out in accordance with the legislation in force. To this end, ShopMyInfluence will ask the user to communicate their personal data, such as the country of fiscal domiciliation, surname, first name, national identity card, province (in the case residents of France) to be able to make the required declarations. This data will be used exclusively to fulfill tax obligations.

## **Article 13 - Contact**

### **13.1 -With the Member**

Sending mobile and email notifications: The Member may receive notifications via the Application and / or by email in order to be notified of various important events. It could be, but not limited to, the following:

Member's photo was declined

A user has not completed his registration

A user has been inactive for several days.

Notifications are settable directly from the user's mobile and can be deactivated at any time from the phone settings.

If an email has been provided by the Member, the email address to which notifications are sent will be the one given by the Member when registering.

Newsletter: When registering on the Application, if an email has been provided by the Member, the Member agrees to receive a newsletter from ShopMyInfluence. It can retract at any moment by exercising his right of objection by clicking on the link to unsubscribe at the bottom of each email received from ShopMyInfluence

## **13.2 -With ShopMyInfluence**

Members can contact ShopMyInfluence directly by post to the address: Influens.Network 89 street Duhesme PARIS (75018) or by email at [hello@ShopMyInfluence.fr](mailto:hello@ShopMyInfluence.fr)