

# Terms and Conditions

## Article 1 Definitions

The terms used are defined as follows:

- **"Anomaly"**: any defect in design and/or hosting, and notably performance, bugs, errors revealed by functional problems wholly or partially preventing the Users' access to Software packages.
- **"Data"**: the User's computer data compiled when using the hosted Software packages.
- **"User IDs"**: the usernames and passwords giving access to the hosted data and Software packages.
- **"Internet"**: all the computer and telecommunications networks providing user access to the Services.
- **"Services"**: all of the services such as the remote provision of the Software package and the processing of the data communicated.
- **"Software package"**: "DAREBOOST" and its standard modules.
- **"Software packages"**: package hosted on the DAREBOOST servers or any third party service provider selected and remotely executable by the User.
- **"Offer"**: the Services offered by DAREBOOST are provided according to several predefined offers which differ in their content, duration and price. These offers can be freely consulted on the Site prior to any subscription by the user.
- **"Site"**: Internet site accessible on [www.dareboost.com](http://www.dareboost.com).

## Article 2 - Purpose

The purpose of these General Conditions is to establish the conditions procedures governing the provision by DAREBOOST to the User of the hosted Software packages, and also the conditions under which the User accesses and uses these packages.

These Terms and Conditions are supplemented by the [Legal Notice](#).

Simply by using the Services and/or an Account the User agrees to these General Conditions. The contractual relations between the parties are governed exclusively by these conditions unless otherwise agreed between them.

## Article 3 - The Services

### 3.1

The Services subscribed to by the User depend on the Offer that s/he has selected and that s/he declares s/he fully understands, mainly through consultation of the Site.

### 3.2 Development of the Services

The continuity and availability of the Services may require them to be modified, in part or in whole, by addition, deletion or updating.

DAREBOOST will inform the User of major modifications 24 hours before they are made, except for any emergency requiring immediate action.

For the purpose of these Conditions, major modifications include: modifications affecting the performance of the product such as to restrict or remove a functionality meeting a specific requirement, and removing any alternative to meeting this requirement within the service.

It is expressly agreed that any modification, major or otherwise, constitute a development inherent in the Services and not a modification to the Contract. The User cannot seek to retain the prior state of the Services or obtain any compensation for any such developments.

## **Article 4 – Service Access**

### **4.1 Access to the Software packages**

Depending on the scope of the Services and/or of the Offers, access is free or provided upon the opening a user account and, if applicable, record of the payment, subject to the actual nature of this payment.

It is specified that the User is responsible for his or her choice of Internet access provider as well as for the provision and implementation of the equipment (hardware and software) required for access to the service via the Internet. The User declares s/he has and understands the technical information regarding the means of connection to the Software packages.

### **4.2 User Account**

Following the Offer, access to the Services may require a user account to be opened (hereinafter the “Account”). For this purpose, the User submits personal and confidential usernames and access codes the “User IDs”) for DAREBOOST approval.

The use and preservation of the User IDs is the responsibility of the User alone. Accordingly any loss or accidental disclosure of information enabling a third party to learn of the User’s User IDs must immediately be reported in writing to DAREBOOST.

An account is personal and dedicated to an individual, the User agrees not to share his credentials, including to potential collaborators in a professional environment. A User also prohibit himself to create multiple accounts, except in the case of the subscription of some Offers

At the same time, in the event of loss or accidental disclosure, The User agrees to change his or her User IDs by him/herself.

The User alone is responsible for the transmission of his or her Data and/or files for the purpose of using the services.

Simple use of the Account via the mechanisms provided by DAREBOOST and after User authentication shall be proof of acceptance of any contractual obligations agreed to with DAREBOOST under the Account, irrespective of the amount and the medium used.

### **4.3 Medium – Interruption of Access**

DAREBOOST offers support by e-mail.

In the event of interruption of access to the Services due to DAREBOOST, DAREBOOST agrees to make every endeavour to re-establish access as soon as possible and no later than within five working days from the first written notification of this interruption. Beyond this time, the User shall be reimbursed for the sums

paid during the period in which the interruption is noticed, proportionally to the time remaining to elapse before the next date of payment.

#### **4.4 Archiving of Data / Hosting**

The Services are hosted with a third party host selected by DAREBOOST.

DAREBOOST offers a Data archiving guarantee according to the Offer taken up.

In the event of corruption or loss of all or part of the Data whose archiving is guaranteed, DAREBOOST may only be held liable under the conditions and within the limits of Article 11.

Any compensation due to the User shall also be calculated proportionally to the archiving period of the altered or lost Data.

#### **4.5 API**

DAREBOOST provides - free of charge - an API to programmatically access the data associated with the User's account if the User has an Offer.

API relies on the fair use principle, limited to 10 requests / day and per monitored page available in the Offer.

The User who has the possibility in his Offer to produce data with the API (using "credits") will likewise be limited to a reasonable use, and will not be able to trigger more than one simultaneous request to produce data - unless otherwise stated in his Offer.

The Data remaining archived in a format which will no longer be enabled by the latest version of the Services are not regarded as lost or corrupted. The User may make a written request for these Data which will be sent to him or her in a raw form which s/he shall enable the use.

The scope of the archiving guarantee evolves according to the successively accepted Offers. The archiving guarantee corresponds to the last Offer in the process of execution.

The archiving guarantee ceases upon expiration of the contract.

DAREBOOST does not provide any archiving guarantee to a user without an Offer.

### **Article 5 – User's Obligations**

On pain of losing the benefit of the Contract, the User agrees to use the Software packages in accordance with the law and DAREBOOST's recommendations, of which s/he states s/he is aware. S/he further agrees that they shall be used by a natural person. Any computerised use of the service is strictly prohibited unless otherwise stipulated in the Offer agreed to (API).

If any Anomaly is found, the User must inform the service provider in writing, explicitly and within two weeks.

The User alone is responsible for the use, management and control of the use of the programs. S/he guarantees DAREBOOST against any action instituted against it regarding use of the Services by the User.

### **Article 6 - Ownership**

DAREBOOST grants the User a temporary, non-exclusive right of use of the hosted Software packages.

Granting the right to use the Software packages does not transfer any right of ownership of the packages to the benefit of the User.

Accordingly, the User shall expressly refrain from using or use by a third party of the Software packages.. Moreover, in regard to the hosted packages, no backup copy is permitted. DAREBOOST declares the ownership of a licence to use these packages.

The User recognises the licences owned by DAREBOOST's partners, agrees to abide by them and not to undermine, either directly or through any third party s/he is associated with, the rights owned by DAREBOOST.

DAREBOOST is a registered trademark. The name of the www.dareboost.com domain is protected. These items cannot be used without the express consent of the holder. The same applies to the distinguishing particularities of the partners.

The User recognises that the content is non-exhaustive. The texts presented on the Site or those edited via the Services (e.g. export.pdf with a personalisable white label), the database, the computer programs, music, audios, photos, graphics and videos presented on the Ste are protected by copyright, right to the name or any other rights and laws concerning intellectual property. The User recognises that s/he is only entitled to use these these elements and this information within the limits expressly stipulated in these General Conditions.

Any reproduction of all or part of the Site for a purpose other than consultation of the Site or of an order for a service is forbidden without the consent of DAREBOOST.

## **Article 7 - Price**

The price of the Services depends on the Offer agreed to by the User.

The price does not include the cost of telecommunications and Internet access enabling use of the Software packages. The choice of operator and network service providers enabling use of the Software packages are borne by the User.

To order any specific services, the User shall send a detailed order to DAREBOOST, for which it shall make out a quotation. The Contract is concluded between the parties upon acceptance of the quote by the User.

## **Article 8 – Terms and Conditions of Payment**

The price is paid in advance, either monthly or annually with effect from the date of subscription to the Services, by bank card using a protected payment service.

Payment becomes effective upon entry into DAREBOOST's accounts of the amount agreed in euros.

Failing effective payment, DAREBOOST shall notify the User of the problem by email or through the dashboard of his/her User Account. Unless settled with two days following this notification, s/he shall be denied access to the account and to the Services without compensation for any loss claimed.

Furthermore, in the event of non-payment, interest at the rate of 12% shall begin the day following the due date of payment, with no reminder necessary. The User, unless s/he is not a professional, shall automatically be required to pay lump-sum compensation for the costs of recovery of €40 and, if applicable, costs greater than this amount.

## **Article 9 - Term**

Offers are accepted upon the opening of an Account and, where applicable, the payment procedures, for a period of one month or one year, depending on the Offer.

On expiry of the agreed term, the Contract is terminated.

The User has may request the renewal of his contract in writing. To avoid interruption of service, this request must be submitted no later than one month before the term.

The conditions of contract renewed are those in force at the date of renewal.

In derogation, contracts agreed for a period of one month are tacitly renewed unless either of the parties does not agree to its renewal. Any such disagreement shall be stated in writing.

Any such disagreement shall be stated at least 24 hours prior to the agreed term, wither in writing or any other means implemented by DAREBOOST, specifically within the services.

The contract is renewed under the conditions in force on the date of renewal.

## **Article 10 - Guarantee**

DAREBOOST grants the right of use “as is”. Accordingly, DAREBOOST offers no guarantee of any kind concerning the effective performance of the Services and the integrity of the User’s Data, subject to article 4.4.

## **Article 11 - Liability**

DAREBOOST agrees to apply every care and attention to the execution of the Contract. Accordingly and for all of its obligations, it is bound by an obligation of means. Further, it is expressly agreed that DAREBOOST shall not be held liable for any delays or faults in the fulfilment of its contractual obligations which are caused by an act of God as defined by Article 12 and the courts. Neither shall DAREBOOST be held liable for obsolescence, non-compliance with technical recommendation, faults or negligence on the part of the User.

The liability of DAREBOOST may be sought during the execution of the Contract and in the 6 months following its expiry. To invoke his or her rights by way of recourse or exception, the User must, under pain of expiration of his or her rights, inform DAREBOOST beforehand, by recorded delivery letter with acknowledgment of receipt, of any event likely to entail its liability, within a maximum of one fortnight of any such event. DAREBOOST declares to the User that it holds third party civil liability insurance covering its professional civil liability limited to material damage and bodily injury caused directly by DAREBOOST personnel appointed for the purposes of the Contract and working for a notoriously solvent company.

Should the liability of DAREBOOST be sought under the Contract, it is limited to the tax exclusive price of the Offer in the process of execution at the time of the event involving its liability, to the formal exclusion of any intangible and/or consequential loss.

## **Article 12 – Acts of God - Safeguards**

In the case of an act of God or any event preventing the execution of the Contract or substantially altering its equilibrium, DAREBOOST may request the reopening of negotiations for the purpose of equitably adjusting, with the User, the terms of the Contract. This request shall be in writing and give reasons.

Should the parties fail to reach agreement within 30 days of notification of the request, the contract shall automatically be terminated, if DAREBOOST so wishes. In such a case, the User shall be reimbursed for the sums paid during the period in which the Contract is terminated, in proportion to the time remaining until the next date of payment.

Under this clause, acts of God sustained by DAREBOOST include the following:

computer or network failure

power failure

Anomalies beyond DAREBOOST's control

actions by the authorities, lawful or otherwise

civil or other war, declared or not, general mobilisation, requisition by the authorities, acts of sabotage or terrorism, social conflicts such as public demonstrations, strikes, riots, popular movements, restrictions on the free circulation of goods and persons, natural disasters, storms, fire, the effects of radioactivity, epidemics, infectious or chemical hazards.

In the event of modification of the Services, provided for in Article 3.2, the User may request that negotiations be reopened for the purpose of equitably adjusting, with DAREBOOST, the terms of the Contract. Any such request must be made by recorded delivery with acknowledgment of receipt within the ten (10) days following the modification. It must also set forth imperative reasons preventing continuation of the contract under its initial conditions.

Should the parties fail to reach agreement within the 30 days following notification of the request, the Contract shall automatically be terminated, if the User so wishes, in which case the entirety of the price shall be retained by DAREBOOST by way of compensation for the loss sustained.

The request does not in itself give the party making it the right to suspend the fulfilment of its obligations.

## **Article 13 – Premature termination**

The Contract shall automatically be terminated, before its term, should any one of the parties fail to meet its obligations, at the request of the injured party if it so wishes.

Termination of the Contract shall become effective if the party at fault fails to remedy the fault concerned within the 30 days following receipt of a notification to this effect, by recorded delivery letter with acknowledgment of receipt listing its grounds for complaint and invoking this clause regarding automatic termination.

## **Article 14 - Confidentiality**

For the purposes of this Contract, the obligation of confidentiality applies to any information, verbal or written. In the form of Data, documents or any other form concerning the activities which may come to the notice of either of the parties during the execution of the Contract, and more particularly and without restriction any technical, financial or commercial Data.

Confidentiality does not extend to information which the parties expressly cease to treat as confidential as it had fallen into the public domain at the time it was communicated or information which had fallen into the public domain subsequent to being made known, provided, in this latter case, that it had not resulted from violation of an obligation of confidentiality.

Neither does the obligation of confidentiality apply to any User's Data that has been anonymised.

## **Article 15 – Personal Data**

The User must abide by the provisions of the Data Protection and Freedom of Information Act of 6 January 1978 amended and more generally of any applicable standard. Where necessary, the User shall make any additional declaratory statement to the French Data Protection and Freedom of Information Authority (CNIL) or to any other competent entity.

The User guarantees DAREBOOST against any legal recourse it may sustain in this respect..

## **Article 16 – Data Protection and Freedom of Information**

In accordance with Act no. 78-17 of 6 January 1978 amended, known as the Data Protection and Freedom of Information Act, the database and the associated processing procedures have formed the subject of a declaration made to the CNIL under number 1762049. These Data may be communicated when requested by the relevant legal authority. Any personal data in respect of the User is collected directly on to the Site. The User has the right to challenge, access, correct or delete any of his or her personal data, except for the IP address(es), in accordance with the regulations in force regarding the preservation of these data. To exercise these rights, the User is required simply to send an email to the Site.

## **Article 17 - Publicity**

DAREBOOST may use the User's trademarks and logos for commercial purposes on any document or in any medium throughout the term of the Contract.

The User may oppose such use by recorded delivery letter with acknowledgment of receipt to DAREBOOST.

## **Article 18 - Autonomy of the Clauses**

The Site retains the following data: information given when registering for the opening of a User space; under the applicable legislation, the time, duration and IP address of each connection of a visit to the Site.

Should one or more of the provisions in these General Conditions be declared invalid under a given law, or regulation or following a legal ruling, the other provisions shall retain their entire scope and validity.

## **Article 19 – Applicable Law - Court entertaining Jurisdiction**

These General Conditions and any document or content published on the Site are governed by French law. Version of the contract in French language shall prevail over the versions in another language. ANY DISPUTE CONCERNING THE INTERPRETATION AND EXECUTION OF THESE CONDITIONS SHALL BE REFERRED TO THE COURTS OF PARIS.