



GENERAL CONDITIONS OF USE OF THE “QWIDAM” APPLICATION

The following general conditions of use (hereinafter the “**GCU**”) shall govern relations between QWIDAM SAS, as identified in Article 2 of the GCU (hereinafter referred to as “**QWIDAM**”), and any natural person (hereinafter referred to in the singular as a “**Member**” and in the plural as “**Members**”) who use the Mobile Application referenced under the name “qwidam” (hereinafter referred to as the “**Mobile Application**”).

ARTICLE 1. ACCEPTANCE OF THE GCU

1.1. Each Member must expressly and unreservedly accept these GCU. After consulting all the terms below, checking the box next to the words “*I acknowledge having read and accepted the general conditions of use*” means that the Member confirms having accepted these GCU unreservedly. These GCU form the contract between the Member and QWIDAM.

1.2. QWIDAM may amend these GCU at any time and without notice. Members are therefore encouraged to consult the most recent updated version, which is available to everyone and at all times in the “Help” sub-menu of the Mobile Application parameters, by clicking on the “GCU” link. The amended GCU shall enter into force as soon as they are uploaded and shall then apply as of right.

Using the Mobile Application and/or using all or part of the Service(s) (as defined in Article 5 of GCU) subsequent to any amendments made to the GCU shall be deemed to constitute the Member’s acceptance of said amendments. Consequently, it is each Member’s responsibility to consult the GCU regularly.

Date of the latest update: August 2016

1.3. If a Member refuses to comply with any one whatsoever of the obligations and conditions contained in these GCU or any one whatsoever of the other contractual documents, that Member is requested not to access or use the Mobile Application.

ARTICLE 2. IDENTIFICATION OF QWIDAM – INFORMATION REQUIRED BY LAW

2.1. The website www.qwidam.com (hereinafter referred to as the “**Website**”) and the Mobile Application are developed by QWIDAM:

- A French *société par actions simplifiée* (simplified joint-stock company) with capital of €111;
- Registered office: 2 rue Odette Jasse, 13015 Marseille (France);
- Registered with the Marseille Trade and Companies Register under the number 808 643 753.

2.2. The website manager is Mr Jonathan Konckier.

2.3. The Website and the Mobile Application are hosted by AGARIK SAS, 20 rue Dieumegard 93400 SAINT OUEN (France) – Telephone: 0 825 602 601.

ARTICLE 3. GENERAL PRESENTATION

3.1. QWIDAM operates a Mobile Application that is available from online platforms and, in particular, the Apple Store (<http://www.store.apple.com/fr>) and Google Play (<https://play.google.com/store>), via available technologies, in particular mobile devices, which allows Members to exchange information with each other in order to improve safety, in accordance with the terms set out in Article 5 of the GCU (hereinafter the “**Messages**”).

3.2. In order to benefit from the Service, Members must have a smartphone and/or tablet, depending on the Services, internet access and a personal account (hereinafter the “**Account**”). The Service is accessed under the conditions described in these GCU. The expenses linked to connection to the Service and to use thereof that are billed by ISPs and mobile carriers shall be paid exclusively by Members.

ARTICLE 4. CREATION OF AN ACCOUNT

4.1. Mandatory prior registration for access to the Service

Each Member must be a natural person who has reached the age of majority and/or who has the capacity to enter into a contract, as defined by law, and who has unreservedly accepted these GCU.

Given the nature and the purpose of the Mobile Application, Members undertake to use the Service solely for personal purposes. This is a critical and vital condition of these GCU. Any accounts created that do not comply with this condition will be immediately cancelled without notice.

In order to be able to create an Account and use the Service, a Member must first:

- either, sign up by filling out the registration form, which is accessible online in the Mobile Application (hereinafter the “**Registration Form**”). By filling out this Registration Form, the Member confirms having consulted these GCU and that s/he agrees to abide thereby without reservation;
- or, by transferring his/her data from a third party social media account, via the mobile applications that are authorised by this network (“Facebook Connect”) and, as necessary, filling in any missing data. In such a hypothesis, solely the Member is responsible for transferring the missing obligatory data, which the Member must transfer in order to create his/her Account. The Member acknowledges that QWIDAM will use his/her data for the purposes of creating and administering his/her Account.

Regardless of the means used, validation of the Account is confirmed by entering a confirmation code sent by SMS to the telephone number filled in by the Member.

4.2. Accuracy of the information provided by the Member

By filling out the Registration Form, each Member warrants to QWIDAM that s/he has provided accurate, truthful, up-to-date and complete information concerning his/her identity, his/her portrait photograph and his/her contact details. Each Member undertakes to provide his/her working email address and one of his/her telephone numbers.

Members undertake to update all their profile information regularly, in order to maintain the accuracy thereof, in their own interest, given the purpose of the Service. Each Member may amend his/her data at any time, as is useful or necessary in his/her opinion, by clicking on the "Update" links that are accessible from the various profile menus, including his/her registration data via the "My Profile" menu that is accessible on the Mobile Application.

QWIDAM reserves the possibility of verifying that Members abide by these GCU and, in this respect, of requesting from a Member all the information and checks that are necessary in order to attest to the truthfulness of the Registration Form filled out by the Member.

In the event that it is suspected that for legitimate or confirmed reasons a Member provided false, inaccurate, out-of-date or incomplete information, QWIDAM shall be entitled to suspend or terminate these GCU and his/her Account and, thereafter, to refuse him/her access to all or part of the Service, under the conditions provided for in Article 9 of these GCU.

QWIDAM shall on no account be liable vis-à-vis other Members, users and in general third parties for errors, omissions or inaccuracies that may be revealed in the information provided by a Member; any person who observes such erroneous information is requested to inform QWIDAM as soon as possible.

4.3. Member Account login information

Members undertake to create only one Account that corresponds to their profile.

As part of the registration process, each Member may receive, at the email address s/he provided at the time of registration, an email for the purpose of activating his/her Account. In this case, the Service shall only be fully accessible when the Member has fully completed the activation process described in said email.

The username and the password chosen by the Member at the time of registration are needed to access the Service. The user name corresponds to the Member's telephone number. The Member hereby confirms that the number used is indeed his/her telephone number. This data is confidential.

Solely Members are liable for any use that may be made of their username and password. It is the exclusive responsibility of Members to ensure that their username and password remain confidential and to answer for all use of their Account.

Members undertake to inform QWIDAM immediately of any unauthorised use or risk of unauthorised use of their Account, and of any breach of the confidentiality and security of their login information, using the contact form that is available on the Website.

If QWIDAM has legitimate reasons to believe that the security of the Service has been breached or that the Service is being used improperly as a result of unauthorised use of a Member's login information, QWIDAM may temporarily suspend the Account, in particular in order to preserve the integrity of the Mobile Application and the data, and, if appropriate, to require this login information to be changed.

If a Member's login information falls into the hands of a third party due to a fault, action, omission on the part of the Member, that Member alone shall be liable for all use of said login information and for the resulting use made of the Service. QWIDAM may on no account be held liable for any loss or harm that results from a Member failing to comply with the obligations set forth in the present article.

ARTICLE 5. DESCRIPTION OF THE SERVICES PROVIDED TO MEMBERS

5.1 The Services that QWIDAM offers free of charge to Members, via the Mobile Application, are as follows (hereinafter referred to as the “**Service(s)**”):

- Transmission of Messages and information: a Member may place Messages online in the form of data, information and, in general, content, and may exchange information in these forms or on his/profile in strict compliance with the GCU as well as the objective and purpose of the Messages.

In this respect, a Member can send a Message with the aim of obtaining assistance from other Members (hereinafter referred to as an “**SOS**”): in order to enable Members to make contact with the Member that sent the SOS, QWIDAM, via the Mobile Application:

- will send the Members who received the SOS personal information on the Member who sent the SOS, such as his/her first name, photograph and shared interests;
- will make it possible to contact the Member who sent the SOS.

The Member will therefore be informed of the consequences of sending an SOS with regard to the disclosure of his/her personal contact details to other Members, which is vital in order for the Service to operate correctly, given its purpose.

- Consultation of Messages: the Member may consult the information and, in general, the contents shared by the other Members and, in this respect, have access to the details of Messages;
- Joining one or more network(s) or circle(s) of Members: a Member may designate the Members with whom s/he wishes to share the Messages or SOS messages that are sent or received, namely:
 - o Either, with all the Members, with the exception of his/her business contacts who use the Mobile Application in the QPRO space, as described below.
 - o Or, exclusively, within a dedicated space of the Mobile Application reserved for his/her business contacts (hereinafter referred to as “QPRO”), which is created and accessible at the initiative of a third party with respect to the Member. This Service will then be available provided that said third party (i) authorises QWIDAM to implement QPRO for the benefit of the Member and (ii) the Member has the necessary access rights that allow him/her to use QPRO.

A Member may also personalise his/her Account using information imported from his/her electronic address book, in order to find other users s/he knows. Consequently, QWIDAM may have to use the contact details of said Members in order to provide the Member with information on the various Services.

- Receive, subject to the Member’s chosen parameters, Messages from private or public organisations, for example when the Member is located in the geographical zones concerned.

ARTICLE 6. CONFIDENTIALITY – PERSONAL DATA PROTECTION

Use of the Mobile Application and the provision of the Services may lead to QWIDAM and its partners processing a Member’s personal data.

The terms of the processing are detailed in the Confidentiality Policy, which is an integral part of these GCU. The Confidentiality Policy can be consulted here: <http://www.qwidam.com/#contact>.

ARTICLE 7. INTELLECTUAL PROPERTY

7.1. QWIDAM's property

The Website, the Mobile Application, the trademarks, logos and all of QWIDAM's other distinctive signs and all software applications used for the supply of the Services, as well as the contents of the Mobile Application (i.e. all text, video, photographs and all other information in any format and of any type whatsoever contained in the Mobile Application, with that exception of those provided by Members) are the exclusive property of QWIDAM and/or of its partners and/or of third parties and are potentially protected by copyright, trademark rights, patent rights or any other intellectual property rights.

In this respect, QWIDAM is the owner of the Mobile Application, including its technical and graphic components, text and other content, with the sole exception of the content provided by the Members themselves. In particular, the Mobile Application and the Service are provided via software and databases that are designed and developed by QWIDAM, which belong to it or to which QWIDAM holds the intellectual property rights.

The content posted on the Mobile Application by QWIDAM also belongs to QWIDAM, with the provisos specified above. QWIDAM is therefore the sole holder of all the intellectual property rights in connection with the Service, the Mobile Application, its contents, and the software and databases used to operate it; use of the Mobile Application and the Service do not grant Members any right to any one of these items whatsoever, without prejudice to the rights to the contents provided by the Members themselves under the conditions set forth in Article 7.2 below.

7.2. Licence to use the Mobile Application and the Service

QWIDAM grants each Member a non-exclusive, personal, non-transferable licence that authorises the Member to use the Mobile Application and the Service, as well as the data they contain, for his/her use and on a strictly personal basis, in accordance with these GCU and, in particular, in accordance with the purpose of the Mobile Application and the Service (hereinafter referred to as the "Licence").

All other utilisation or use of the Mobile Application, the Service, their content and, in particular, the data they contain, is excluded from the scope of the present Licence and shall only be possible once QWIDAM's prior written authorisation has been obtained. Consequently, it is prohibited to copy, modify, reproduce, distribute, publish or integrate, into any storage media whatsoever, adapt, transfer or assign, licence, sub-licence, use as collateral or transmit in any other way the components of the Mobile Application or to carry out reverse engineering or use any other method in order to attempt to access the source code and/or protocols of the Mobile Application and Website, without the express authorisation of QWIDAM or the holder of the rights.

In particular, any extraction or reuse, over and above normal use of the Mobile Application, of the data contained in the Mobile Application and/or the Service is strictly prohibited for Members and subject to QWIDAM's express prior authorisation.

7.3. Licence to use content posted by Members

In order to enable the Service to be provided in accordance with the purpose of the Mobile Application, the Member shall grant QWIDAM a non-exclusive licence to use the content and the data that the Member integrates and/or posts online via the Mobile Application if the Mobile Application could give rise to an intellectual property right.

QWIDAM shall not acquire any proprietary right to the data, information and/or content provided by Members.

In publishing his/her data, information and/or content on the Mobile Application, each Member agrees to said data, information and/or content being disseminated via said Mobile Application and being made available to third parties, and in particular the other Members, in accordance with the personal parameters recorded by each Member in the "My Profile" menu of his/her Account. As stated in Article 5 of these GCU, each Member acknowledges being aware of the consequences of sending an SOS in terms of the transmission of his/her personal contact details, which is vital in order for this Service to operate correctly. Members expressly agree to this use of their profile, which is the very essence of the Mobile Application and the Service.

Members may also, on the basis of each Message and/or SOS sent by a Member, create an event that is intended to be (i) brought to the attention of third parties, and (ii) published on third party websites and mobile applications in relation to the Mobile Application and/or the Website, such as Facebook, Twitter and Instagram, which can be accessed by anyone (hereinafter the "Event"). In this case, the personal contact details of the Member at the origin of the Message and/or the SOS will not be disclosed. The Event thus created will be made anonymous. In any event, Members may not create an Event when the Message and/or the SOS was sent by a Member for the exclusive attention of his/her business network in the QPRO space.

In light of the above, each Member authorises QWIDAM to reproduce, display publicly, adapt and translate the content and the data the Member provides via the Mobile Application, under the conditions defined below:

- QWIDAM is authorised to reproduce all or part of the content provided by Members on all digital storage media, whether current or future and, in particular but not limited to, on all servers, hard drives, whether portable or not, memory cards or all other equivalent storage media, in all formats and using all processes, whether known or unknown, to the extent that is necessary for all storage, backup, transmission or downloading procedure involved in the operation of the Mobile Application and the provision of the Service.
- QWIDAM is authorised to adapt and translate Member content, as well as to reproduce these adaptations on all digital storage media, whether current or future, as provided for above, in particular in different languages. This right includes the option of making changes to the format of Member content, without infringing a Member's moral right, in order to ensure compliance with the Mobile Application's graphic charter and/or making the content compatible with its technical performances or the relevant formats, with a view to its insertion and/or its publication via the Mobile Application and/or via any other website and/or mobile application.

The purpose of this authorisation is to enable QWIDAM to disseminate, via digital network and using any communication protocol, in particular the Internet, as well as make available to the public, Members' content and data, in such a way that anyone can have access thereto at the place and time of their individual choosing.

This licence is granted for the entire world and for the entire term of protection of the intellectual property rights.

In the event of a clear infringement of intellectual property rights on the Mobile Application, the person with an interest in having his/her right preserved is requested to inform QWIDAM of this infringement by contacting QWIDAM.

ARTICLE 8. TERM

These GCU are stipulated for an indefinite term as from acceptance thereof by the Member under the conditions described in Article 1. The GCU may be terminated in accordance with the conditions provided for in Article 9 below.

ARTICLE 9. TERMINATION

9.1. Ending of relations at the initiative of QWIDAM

9.1.1. As of right, QWIDAM may immediately suspend access to the Mobile Application and to the Service, if a Member fails to comply with these GCU. In this hypothesis, QWIDAM shall notify this to the Member by email, and shall formally instruct said Member to cease and desist from said non-compliance.

Upon expiration of a period of eight (8) days as from said notice, if it has remained without effect, QWIDAM may terminate contractual relations with the Member as of right, without any formalities and without prejudice to the damages it could claim as compensation for the loss it suffers as a result of this situation.

9.1.2. QWIDAM reserves the right to deactivate a Member's Account if it is completely inactive for a period of six (6) months or more. However, the Member shall have the possibility of reactivating his/her Account within thirty (30) days of it being suspended.

Said timeframe shall be calculated as from the last date on which the Member logged in to his/her management interface. The Member shall be informed of the deactivation of his/her Account (due to termination) by email during the month prior to termination.

9.1.3. Moreover, and as a general rule, QWIDAM can close any Account, subject to giving 2 months' notice via email.

9.2. Ending of relations at the initiative of a Member

9.2.1. Members may close their Account at any time by following the appropriate procedure, which is described below:

1. Log in to the Mobile Application with the username and password;
2. Click on the "My Profile" menu;
3. Click on the link "Close my Account" at the bottom of the page;
4. Confirm the closure of the Account.

Within 48 (forty-eight) hours of the Account being closed, which entails the termination of contractual relations with the Member, all the Member's data may be deleted from QWIDAM's database, with the exception of the data that the Company is required to keep by law, and the Member shall no longer have access to the Mobile Application or to the Service.

9.2.2. If a Member dies, and subject to providing the appropriate supporting documents, the Account shall be deactivated. The contents of the Account may only be provided to the Member's successors pursuant to a court decision.

ARTICLE 10. WARRANTIES - LIABILITY

10.1. Use of the Mobile Application

10.1.1. Solely Members are responsible for providing all the hardware and software needed to access the Mobile Application and use the Service.

Members acknowledge that they have the skills and resources needed to access the Mobile Application and to use it. It is the responsibility of Members to take all appropriate steps in order to:

- ensure that their hardware is correctly configured in order to allow for optimal use of the Services. In this respect, access to the Mobile Application and use thereof require one of the following minimum configurations:
 - o The Mobile Application is optimised for iOS 5 and higher and Android 4.3 Jelly Bean and higher,
 - o A 3G connection to the telecommunications network or an internet connection.
- protect their data, information systems and/or software from possible contamination from viruses.

In particular, Members are informed that it is vital to turn on location services on their device in order for the Service to function correctly; use of location services may lead to a decrease in the usual battery life of their equipment.

10.1.2. Solely Members are responsible for way in which they use the Service and the Mobile Application, and, in general any use or operation via their Account.

In this respect, Members are liable for all the data and information that concerns them that they post online, as well as all the content they provide, regardless of whether said data or content is accessible and/or provided to the public or other members via the Mobile Application, of whether said information is published or sent by private electronic message, or was store in their personal space within the Mobile Application.

QWIDAM shall not be liable for any breach whatsoever of the regulations in force by a Member and, in particular, of the French Criminal Code, that is directly or indirectly linked to the Mobile Application.

10.1.3. Solely Members are liable for the use of information, messages or data of any kind that is available via the Service, and the decisions or actions they have to take or carry out in light of said information cannot trigger any liability other than that of the Member.

In this respect, Members are reminded that the Service is provided in order to improve Members' safety between them via the Mobile Application. This Service must on no account be confused with the public services provided by the authorities, and in particular, but not limited to, the services provided by the police or gendarmerie, fire department or ambulances.

As the use of this Service is strictly limited to its Members, it is the responsibility of all Members, other than in relation to the use of the Mobile Application, to comply with the regulations in force

and in particular the provisions of the French Criminal Code. On no account can use of the Service act as a substitute for providing information, directly or indirectly, to the public institutions that are responsible for public health and safety.

10.1.4. Members acknowledge that QWIDAM does not exercise any prior control over said content and data and that QWIDAM is not under any general obligation to monitor Members' data and content that is stored and shared via the Mobile Application.

Solely Members shall be liable, vis-à-vis QWIDAM and, as applicable, all third parties, for all direct or indirect loss or harm, of any kind whatsoever, caused by a piece of information or any other aspect of content that is posted, sent or disseminated by them when using the Service, as well as for any breach by them of these GCU.

In accordance with Article 6 I.2 of the law for building confidence in the digital economy ("LCEN") of 21 June 2004, QWIDAM provides a technical hosting service for information provided by its Members with regard to which QWIDAM does not have any editorial discretion of any kind whatsoever.

As necessary, QWIDAM may have to withdraw published content or information, in accordance with the conditions laid down by the regulations in force, in particular by the aforementioned article of the LCEN, in the event that third party rights are infringed or the regulations breached.

In this respect, anyone can report behaviour or content that is clearly unlawful and/or contrary to these GCU, by providing a description thereof under the conditions provided for by the regulations in force, in particular the location thereof, in particular by using the "Report Abuse" functionality or, as accurately as possible, using the contact form that is available on www.qwidam.com.

Members are nevertheless informed that any abusive reports or content may themselves be penalised in accordance with the applicable regulations and these GCU, and may lead to the immediate revocation of these GCU.

10.2. Warranties provided by Members when using the Mobile Application and/or the Services

In general, when using the Mobile Application and/or the Services, Members shall refrain from all forms of conduct, of any kind whatsoever, such as the sending, releasing, posting online or sharing of data and/or content that breaches the law or is prejudicial to public order to the rights of QWIDAM or third parties.

In particular, and without this list being exhaustive, Members undertake to comply with the following rules when using the Mobile Application and/or the Services:

- Provide accurate information at the time of their registration and when using the Mobile Application;
- Not use a false identify with a view to misleading third parties;
- Use the Mobile Application fairly, exclusively for its intended purpose, in accordance with the provisions of the law, regulations and customary practices in force, without infringing third party rights or accepted principles of morality;
- Not infringe the intellectual property rights associated with the content provided by QWIDAM and by the other Members, or third party intellectual property rights; consequently, each Member shall refrain from reproducing and/or disclosing to the public, via the Mobile Application, one or more content items without the authorisation of the persons who hold the rights to said content, where such authorisation is required;
- Not violate the rights of third parties to their private lives and privacy;

- Not submit content that could constitute a “press” offence, as defined by the Law of 29 July 1881 on the freedom of the press (such as, in particular, insulting, defamatory or racist content),
- Not use or attempt to use any one of the functionalities of the Mobile Application outside the scope of its normal use, as defined herein: in this respect and without prejudice to the applicable provisions of the law and regulations, in particular those of the French Criminal Code, the Service must on no account be used for any purpose other than improving the safety of Members;
- Not overload the Service in any way whatsoever. In particular, Members shall refrain from loading more than 2,000 Mobile Application screens (or 2,000 “GET”) during the same day without QWIDAM’s prior written authorisation;
- In order to browse on the Mobile Application and use the Service, not use bot software or any other equivalent automated process or tool
- Undertake to provide to QWIDAM and the other Members only information that the Member believes can be circulated without being prejudicial to the Member himself or herself, the other Members, QWIDAM or third parties;
- Refrain from circulating information or content that does not reflect reality;
- Refrain from circulating data, information or content that is defamatory, insulting, obscene, offensive or pro-violence in nature, or that is political, racist or xenophobic in nature and, in general, any content that is contrary to the law and regulations in force or to accepted principles of morality;
- Not circulate data, information or content, the effect of which is to reduce, disorganise or prevent normal use of the Mobile Application, or to suspend or slow down the normal circulation of communications between Members;
- Not use the Service for the bulk sending of spam (advertising or otherwise);
- Not collect information on third parties, including email addresses, in order to use it for sending sales pitches or equivalent messages, or to integrate them into a free or paid-for referral or equivalent service or, in general, use the Service for commercial purposes,
- Not use the Service, directly or indirectly, for practices that can be equated to “pyramid” selling or services, or any other equivalent processes, that involve offering goods to the public by leading to them to believe that they will obtain them free of charge or in return for a payment of less than what they are worth in return for the public issuing vouchers or tickets to third parties or collecting memberships or registrations from new purchasers;
- Refrain from participating directly or indirectly in the implementation or development of a network designed to implement practices that can be equated to network sales, recruitment of members, affiliates or door-to-door salespersons, for the purposes of building such a network or other similar practices;
- Refrain from promoting, either directly or indirectly, a service that is in competition with QWIDAM or that offers safety solutions.

In the event that a Member breaches one or more of these rules and, in particular, in the event that the Member has breached the applicable laws, or those designed to protect third party rights, or if the Member’s conduct was prejudicial to the interests of any person or entity whatsoever, including QWIDAM or any company that has a de jure connection with QWIDAM, or to the use of the Service by another Member, QWIDAM reserves the right to suspend and/or terminate unilaterally the performance of these GCU under the conditions set forth in Article 9, block the Account(s) of the Member concerned, automatically delete the litigious messages, prevent the publication of all or part of the Member’s profile, and/or block the Member’s access to all or part of the Service, either temporarily or definitively, without any consideration, in accordance with the terms provided for in Article 9 of these GCU.

10.3. QWIDAM’s liability

10.3.1. QWIDAM undertakes to provide the Service in accordance with these GCU.

10.3.2. Given its capacity as the provider of a technical service, QWIDAM does not check the truthfulness of the information provided by the Member(s) and declines all liability concerning the inaccuracy, inadequacy or unlawfulness of said information.

QWIDAM may not, under any circumstances, be held liable for data, information and/or content provided by a Member, that can or cannot be accessed by third parties, if said data, information or content is not true, for any errors or omissions it may contain, as well as for any loss or harm that results from the use of any content that is provided by a Member, displayed or sent by email or in any other way, via the Mobile Application.

QWIDAM has no general obligation to monitor the data and content provided by Members or any obligation to delete content that does not appear to be clearly unlawful, as defined by the regulations in force and by the interpretation thereof by the case law of the French courts, even if said data or content reported.

QWIDAM may on no account be held liable for any consequence that may arise during or following meetings or contacts between Members or non-Members, following the use of the Mobile Application and the Service.

10.3.3. Due to the specific nature of the internet network, access to the Mobile Application may be interrupted or restricted at any time for a reason that is independent of QWIDAM; in this case, QWIDAM's liability may not be triggered. QWIDAM undertakes to ensure that the Mobile Application functions correctly and to take all requisite steps to maintain the continuity and quality of this service. It is expressly agreed that the functioning of the Service is, in particular, based on technologies that are developed and operated by third parties with regard to which QWIDAM has no means to intervene. Accordingly, QWIDAM shall not be required to provide the service in the event of a breakdown in the GSM network or the GPS network, in particular, or in the event of force majeure, which is defined to be events such as strikes, adverse weather conditions, wars, embargos, breakdowns in the electricity network, the internet network, satellites or breaches of their obligations by mobile carriers. Members declare that they are aware that the GSM network of mobile carriers and the GPS network are in the process of deployment. Therefore, it is possible that these networks do not cover some parts of the territory and that access to the services is interrupted therein.

Neither can QWIDAM's liability be triggered in the event that access to the Mobile Application is interrupted due to maintenance operations, updates or technical improvements, or in order to update the content and/or the presentation thereof, provided that these interruptions are notified and do not exceed standard durations in this field. Moreover, QWIDAM may temporarily or definitively suspend access to the Mobile Application and the Service, in particular in the event that it ceases the business activity concerned, or in the event that QWIDAM is wound up by a court order or voluntarily, in which cases these GCU shall be terminated as of right.

QWIDAM reserves the right, at any time and without notice, to amend any information contained in the Mobile Application as part of updates to the Mobile Application, or the correction or errors or inaccuracies.

QWIDAM is not liable for the content of the mobile applications and websites to which the hypertext links in the Mobile Application refer.

To the extent permitted by the applicable law and to the extent that QWIDAM is found to be liable for loss or harm not defined above, QWIDAM's liability shall be limited to direct, certain, actual and proven loss or harm.

To the full extent permitted by law, on no account may QWIDAM or its affiliate companies, licensors or partners be held liable for consequential loss, loss of earnings or harm that results from loss of data or operating losses that are caused by the use or impossibility of using the Mobile Application, the Service or the content, whether on the basis of a warranty, a contract or tort or according to any other legal theory, regardless of whether or not QWIDAM has been informed of the possibility of such loss or harm.

10.4. Agreement on proof

In order to facilitate their exchanges, Members agree to QWIDAM's computer systems and files being deemed to be authoritative between them, unless evidence to the contrary is submitted of value that is at least identical.

Consequently, the files and registers stored on the IT systems operated by or on behalf of QWIDAM under reasonable security and reliability conditions may be validly used and adduced as evidence of the performance of these GCU, and, in general, of any event, communication or relation between the Parties that arose during the use of the Mobile Application by a Member.

Thus, QWIDAM may validly submit, as part of any proceedings, as evidence of any act, action or omission, the data, files, programmes, recordings or any other items received, sent or stored using the aforementioned information systems, on all digital and analogue storage media, and avail itself thereof, except in the event of a clear error.

ARTICLE 11. CONTACT

For all questions or information concerning the Services, Members can contact QWIDAM Members support:

- either, by completing the "contact" form on the Website:
<http://www.qwidam.com/#contact>;
- or by letter, at the address mentioned in Article 2 of these GCU.

ARTICLE 12. APPLICABLE LAW AND RESOLUTION OF DISPUTES

The conclusion, construction and validity of these GCU shall be governed by the laws of France, subject to local overriding mandatory provisions.

12.2. In accordance with Article L.152-1 of the French Consumer Code, Members have the possibility of consulting a conciliator free of charge with a view to amicable resolution in the event of a dispute arising between a Member and QWIDAM. Members are requested to contact QWIDAM to inform it of their request, so that QWIDAM can provide them with the precise conditions under which use of this conciliation procedure can be requested.

Without prejudice to the overriding mandatory provisions of law concerning jurisdiction, the courts that have jurisdiction over QWIDAM's registered office shall be the sole courts that are the proper venue for hearing any dispute concerning these GCU, including, but not limited to, all disputes concerning their validity, their construction, their performance and/or their termination and the consequences thereof.