

## **Terms of Service and Sale of the OUIFLASH platform (hereafter "TOS")**

The company OUIFLASH, a simplified joint-stock company registered with the Bobigny Companies and Trade Register under reference 818 371 742, with a share capital of 2,000 Euros, headquartered at 6 rue Nadia Guendouz, Saint-Ouen, 93400, operates a website accessible online at <http://ouiflash.com/>.

The act of the User ticking the box on the registration form indicating "I have read and I accept the Terms of Service" implies recognition and acceptance by the User of these TOS relating to use of the OUIFLASH platform as outlined below.

### **1. Definitions:**

**Requester:** means a player in the real estate or insurance sectors, and more generally anyone registered on the Platform who issues a request for an assignment through that system.

**Producer:** means a person who practises photography, videography or drone flights on a professional basis, who has had their application to the OUIFLASH Platform accepted, and who has been commissioned by the latter to carry out assignments.

**Personal Account:** means all the personal data relating to a User, including their Credentials, needed to access the services of the OUIFLASH Platform.

**Credentials:** means the User's email address, as well as any secret code or password chosen by the User or assigned by OUIFLASH allowing the User to identify themselves to gain access to the Platform's services.

**Registration:** means the process of registering/applying online which the User must follow on the OUIFLASH Platform in order to be able to access said platform. This registration leads to creation of the User's Credentials and Personal Account.

**Assignment:** means the placing online of a request for an assignment on the OUIFLASH Platform.

**Platform:** means the OUIFLASH platform, including all the services provided by OUIFLASH accessible online via said platform.

**Requester Platform:** means the interface dedicated to Requesters, through which they make their requests for assignments, among other things.

**Producer Platform:** means the interface dedicated to Producers, through which the Producers receive notifications of and may accept Assignments placed online by Requesters, among other things.

**User:** means any natural or legal person who accesses the Platform, a user interface of the OUIFLASH Platform dedicated specifically to certain users, or an API (programming interface) developed by OUIFLASH, and who holds an Account, namely Producers and Requesters.

## **2. Purpose of the TOS and current version**

**2.1.** These TOS are intended to define the terms under which Users may access and use the Platform.

**2.2.** Any person who accesses the OUIFLASH Platform, a user interface of the OUIFLASH Platform dedicated specifically to certain users, or an API (programming interface) developed by OUIFLASH undertakes to respect unreservedly these TOS, which Users were informed of and accepted prior to their Registration on the Platform.

**2.3.** OUIFLASH is free to modify these TOS at any time and without notice, particularly to take into account any legal, jurisprudential, editorial or technical developments. OUIFLASH will inform the User at the time when they next log in to the Platform.

The act of the User continuing to use the Platform after being informed of changes to the TOS implies acceptance of the changes to the TOS by the User. The version which prevails is that which is accessible online.

In the event of modification of the Terms of Service, and in the event that the Requester is a member of a network or a company which is contractually bound to OUIFLASH, the framework agreement will be subject to an amendment after approval of the TOS by the co-contracting party.

**2.4.** These TOS apply to relationships between OUIFLASH and Producers and between OUIFLASH and Requesters.

## **3. Description of OUIFLASH's functionality**

### **3.1. OUIFLASH's activity**

OUIFLASH is an interactive platform for putting Requesters and Producers in contact with each other. Consequently, OUIFLASH allows Requesters (i) to publish via the Requester Platform their requests for assignments located in France or Benelux, for example in their role as a player in the real estate or insurance sectors; (ii) these requests for assignments ordered by the Requesters are then offered to Producers via the Producer Platform; (iii) the images are then made available to the Requester to be used under the terms and conditions set out here.

### **3.2. Selection of Producers**

**3.2.1.** The Producers charged with carrying out assignments must first apply via the homepage of the OUIFLASH Platform. The information required to apply relates to identity,

contact details (including place of residence), accomplishments and the type of equipment owned by the applicant, among other things. In addition, Producers must provide evidence at the time of application of their professional status (registered as self-employed). Applicants for the role of Producer undertake to supply all documents and information requested by OUIFLASH in order to apply in an acceptable way on the Platform.

The applicant is obliged to disclose accurate, lawful and sincere information. They will be held solely responsible for their own information, including if it is found to be inaccurate, incomplete, insincere, unlawful, etc.

OUIFLASH does not review or verify the authenticity nor the accuracy of the information and documents supplied by the applicant and as a result cannot guarantee the authenticity, accuracy or sincerity of such information and documents. This responsibility lies exclusively with the applicants.

Applications may be supported by a sponsor who is a Producer member of the OUIFLASH Platform. Their email address must be given by the applicant at the time of applying.

**3.2.2.** OUIFLASH reviews all applications submitted to it at the earliest opportunity.

Applications for the role of Producer will be accepted subject to having provided the compulsory information required by OUIFLASH (including self-employed status, accomplishments, etc.).

Confirmation of selection of a Producer is addressed to the latter by OUIFLASH by email.

If the applicant is accepted to carry out assignments via the OUIFLASH Platform, they acquire the status of Producer and may be assigned after having completed training on OUIFLASH's specifications, which are accessible online on the Platform as an interactive version or sent to the Producer by OUIFLASH at the time of acceptance of their application.

This training is conducted under the terms and conditions specified by OUIFLASH upon acceptance of the application (by distance learning or in person, the possibility of emailing the trainer with questions after the training, etc.).

OUIFLASH assigns a rating to the Producer after their selection, based predominantly on the accomplishments supplied by the Producer to OUIFLASH as part of their application. This rating is likely to affect allocation of Assignments to Producers by OUIFLASH. It cannot be seen by Producers, who will be encouraged to improve it, for example via training. OUIFLASH may adjust the aforementioned rating assigned to Producers at its own discretion.

**3.2.3.** If the Producer is not selected by OUIFLASH, they may apply again under the same terms and conditions as those set out in this section, subject to providing updated

information regarding their registration as self-employed and/or new equipment and/or new accomplishments.

**3.2.4.** The Producer is not bound exclusively to OUIFLASH. They may therefore offer their services to another platform, subject to the conditions of these TOS.

Notwithstanding the preceding paragraph, the Producer is expressly obliged not to divulge any information and/or document passed on or supplied by OUIFLASH as part of their collaboration.

OUIFLASH reserves the right to prosecute any Producer who violates this non-disclosure requirement.

### **3.3. Request for and acceptance of assignments**

**3.3.1.** The Requester places online, via the dedicated Requester Platform, the Assignment that they would like to give to one of the Producers.

The Requester's Assignment form specifies in particular the compulsory information required by OUIFLASH, such as the subject of the assignment and the address where the property is located, although these criteria are subject to change in accordance with growth of the OUIFLASH Platform. The number of images included in assignments, as well as the cost of the assignment, varies according to the option chosen by the Requester.

By default, it is assumed that the Requester will be present for the assignment. If the Requester wishes to indicate that they will not be present for the assignment, they should tick the box provided for that purpose.

In this situation, a third party nominated by the Requester will be present for the assignment and their contact details (including their full name, phone number and email address) must be provided.

To do this, the Requester must obtain prior agreement from said third party for their personal data to be passed on to OUIFLASH. The Requester agrees to inform the third party that this data is collected by OUIFLASH, and that their rights in relation to this data, as set out in article 7 of these TOS, may be exercised directly through OUIFLASH, by informing them of the email address to which they may address such requests. The transfer of third parties' personal data to OUIFLASH is essential for the fulfilment of assignments, when the Requester does not wish to be present.

The Requester may also decide that the Producer will carry out the assignment alone, without themselves or a nominated third party being present. In this case, the keys for the location to be photographed or filmed will be collected by the Producer from the Requester's agency at a specified time and date, and the Producer will return them after carrying out the assignment.

In case of a real estate assignment, the Requester also informs OUIFLASH, at the time of putting the Assignment online, if the property to be photographed or filmed was designed by an architect or not, given the implications in terms of intellectual property and that which is stated in Article 8 below.

**3.3.2.** The Assignment is transferred to the Producer Platform by OUIFLASH.

**3.3.3.** The Assignment cannot be changed by Producers.

However, the Requester can adjust the criteria of the Assignment or cancel the Assignment provided that a Producer has not accepted it. Once the Assignment has been accepted by a Producer, it may not be amended or removed by the Requester.

The Requester guarantees the authenticity and accuracy of the Assignment as placed online on the Requester Platform or subsequently amended.

It is understood that the Requester may only amend or cancel an order for an assignment in the cases set out below:

- the date of amendment or cancellation occurs more than one working day (24h) before the date when the Producer will carry out the work;
- the Producer does not turn up at the time indicated on the assignment sheet;
- the property which is subject to the order has already been sold or leased;

In the three cases outlined above, OUIFLASH will give the Requester an order code of an equivalent value to the cancelled assignment.

**3.3.4.** Producers are notified of the Assignment (including its terms) via the Producer Platform, according to criteria determined by OUIFLASH. Consequently, the Producers with the best ratings who are based in the geographical area of the property will be notified first. In the event that none of the notified Producers accepts the Assignment, Producers with lower ratings who are based in the geographical area of the property will be notified. The Assignment will be allocated by OUIFLASH to the first Producer who accepts the Assignment via the Producer Platform, provided that they fulfil the criteria regarding availability and geographic location. The Assignment must be carried out in accordance with the terms specified by the Requester.

OUIFLASH stipulates to the Producer responsible for the Assignment the terms under which it should be carried out, and also specifies where appropriate, if the Requester has informed OUIFLASH, whether or not the property was designed by an architect.

**3.3.5.** Once the Assignment has been accepted by a Producer, which the Requester is informed of by OUIFLASH by email or via the Requester Platform, the Producer may cancel their fulfilment of the Assignment if such cancellation is done more than 24 hours before

the time and date agreed for the Assignment. In this case, OUIFLASH gives the Assignment to another Producer. The Producer will not be paid.

If the Producer withdraws less than 24 hours before fulfilment of the Assignment, the Producer will not be paid and they will be assigned a rating of 0 out of 5 by OUIFLASH. In addition, OUIFLASH may, at its discretion, decide to exclude the Producer from the Platform. Their account will be deleted, under the terms and conditions set out in these TOS. OUIFLASH may also decide not to assign any more work to the Producer until they improve their rating (by sending OUIFLASH new accomplishments, for example), which may be arbitrarily modified by OUIFLASH at any time.

Similarly, the Requester may cancel an Assignment accepted by a Producer. If this cancellation is done more than 24 hours before the date prescribed for the fulfilment of the assignment, the Requester is fully reimbursed for the price of the assignment by OUIFLASH.

If this cancellation is done less than 24 hours before the date prescribed for the fulfilment of the assignment, the Requester will not be refunded the price of the assignment, which they expressly recognise and accept.

**3.3.6.** The Requester receives a response to the Assignment they have created and placed online as soon as possible after its publication on the Requester Platform, except in the event of an unforeseen malfunction over which OUIFLASH has no control.

**3.3.7.** Once an Assignment is allocated to a Producer, OUIFLASH then relays the Producer's contact details to the Requester and vice versa. Fulfilment of the assignment will be carried out in accordance with the terms of the Assignment as specified by the Requester.

In the event that the Requester has indicated, at the time of placing the Assignment online, that they do not want to be present, OUIFLASH will then forward the contact details of the third party nominated by the Requester to the Producer, and vice versa.

If the Requester wishes to amend the date and/or time for the assignment, these changes may be made via the OUIFLASH Platform, provided that they are made more than 24 hours before fulfilment of the assignment. A notification will be sent to the Producer and to OUIFLASH.

### **3.4. Completion of assignments**

**3.4.1.** The Producer carries out the assignment with their own equipment at the time and date specified by the Requester in the Assignment and in accordance with any specific criteria which they may have indicated during creation and/or amendment of the Assignment on the Requester Platform.

The number of images in the assignment depends on the option chosen by the Requester.

In the case of a real estate assignment the assignment only refers to the interior and exterior of the property in question. No identifiable person shall appear in the images. If this is not the case, the image in question taken by the Producer may not be delivered to the Requester.

The Producer is fully informed and accepts that, after completion of each Assignment, post-production alterations needed to meet OUIFLASH's specification are carried out internally by OUIFLASH, subject to respecting their moral right, that of any architect who may have designed the property in question and the rights of third parties.

This specification is available online on the OUIFLASH Platform as an interactive version and/or is provided to the Producer by OUIFLASH by email at the time of sending them confirmation that the Assignment is allocated to them.

**3.4.2.** The Producer sends to OUIFLASH within 6 working hours following completion of said assignment, via the dedicated interface on the Producer Platform, the images for their assignment which will then be subject to internal post-production alterations.

In the event that the Producer does not meet the above-mentioned deadline, OUIFLASH reserves the right to modify, at its sole discretion, the rating given to the Producer in question.

**3.4.3.** The Producer bears all costs and expenses associated with fulfilment of the assignment, including specifically any transportation and travel costs incurred in getting to the assignment location and/or any expenses relating to the equipment used.

### **3.5. Compliance checks for assignments**

**3.5.1.** OUIFLASH checks the assignment carried out by the Producer internally, by reviewing the adequacy of the images sent by the Producer against the particular criteria for the Assignment specified by the Requester and against OUIFLASH's specifications.

**3.5.2.** If the images do not conform to OUIFLASH's specifications and/or the criteria specified by the Requester, OUIFLASH informs the Producer, by email or through the Producer Platform, that they must carry out the assignment again, which the Producer expressly recognizes and accepts.

In this case, if the Producer must redo the assignment, this will be carried out at a time and date indicated by the Requester or the third party nominated by them, and in any event within 24 hours following OUIFLASH's instruction to the Producer, with the latter agreeing to make themselves available.

If completion of a new assignment is not necessary, but alterations must be made, it is understood that these will be done internally by OUIFLASH, which the Producer expressly recognises and accepts.

This process does not give rise to additional remuneration for the Producer from OUIFLASH.

If completion of a new assignment disrupts the date of delivery of the images to the Requester, OUIFLASH will inform the Requester of this as soon as practicable, by email or through the Requester Platform.

### **3.6. Delivery of the assignment**

**3.6.1.** Within 24 hours following the end of the assignment, OUIFLASH supplies the Requester with the images for the assignment via the Requester Platform, from where they may be downloaded.

In the event that the Producer's images do not comply with OUIFLASH's specification and/or the Requester's criteria and a new assignment has had to be carried out, the delivery deadline for the images is deferred proportionally.

**3.6.2.** The Requester acknowledges receipt of all the images for the assignment without delay.

In the event of failure of the Platform's computer system at the time of the Producer sending the images or OUIFLASH or the Requester downloading them, the User undertakes to inform OUIFLASH of this without delay, by email or via the Requester Platform or Producer Platform, for example. In this case, and without waiting for the technical failure to be repaired, the images should be sent by any alternative means, such as by email, a file transfer website, PDF, etc. In any event, OUIFLASH may not be held responsible for the delay in transferring the images due to said technical failure.

OUIFLASH will inform the Producer by email or via the Producer Platform of delivery of the assignment to the Requester.

### **3.7. Follow-up after delivery of the assignment**

**3.7.1.** The Requester should approve or dispute the assignment that has been delivered to them by OUIFLASH via the Requester Platform, as soon as it is available on the Requester Platform and within a period of 48 hours following the notification sent to them by OUIFLASH indicating the availability of the images for their assignment on the Requester Platform. If they do not raise a dispute during that period, the Requester is deemed to have approved the assignment implicitly.

A claim must be made on the basis of objective and technical quality criteria, such as the number of images, framing, light levels, etc.

It is understood that the Requester may only download the images for the assignment if they have first been approved. If the Requester raises a dispute over the assignment, their claim is immediately sent to OUIFLASH. In this case it will be impossible for the Requester to download the disputed images, which they will not be able to use regardless of the intended purpose, means and medium, which they expressly recognise and accept.

The images for the assignment will be available to the Requester from their Personal Account up to the available storage limit, and for an indefinite period, unless otherwise indicated on the Platform by OUIFLASH.

**3.7.2.** OUIFLASH reviews the Requester's claim at the earliest opportunity.

Two options are possible: (i) OUIFLASH may reject the claim if OUIFLASH considers that it is not based on objective, , technical criteria. The Requester will in this case regain the assignment as it was delivered, or (ii) the claim is considered by OUIFLASH to be legitimate, and in this case the assignment will be carried out again by the Producer or alterations will be made to the images, under the terms set out above.

In this case, no image for the assignment delivered by OUIFLASH to the Requester that the latter challenged may be used, in whole or in part, by any means whatsoever, for any purpose whatsoever and on any medium whatsoever.

**3.7.3.** In the event of a new assignment, the approval process is the same as that set out in this document for any assignment.

If the Requester is not satisfied with the new assignment, and if this dispute is based on objective criteria, OUIFLASH reimburses the Requester for the price of the assignment.

**3.7.4.** If the Requester does not wish to repeat the assignment that they disputed, OUIFLASH agrees to reimburse the Requester for the amount paid for completion of the Assignment.

In turn, the Requester expressly agrees not to use, in whole or in part, in any way whatsoever, for whatever purpose, by whatever means and on any medium whatsoever, the images for the assignment in question.

### **3.8. Assignment payment terms for Requesters**

**3.8.1.** The Requester pays the cost (inclusive of tax) of the Assignment which they order at the time when they place it online on the Requester Platform, via the secure platform of the payment service provider STRIPE. Payment terms are specific to that platform and are independent of OUIFLASH, which is not involved in any way in the use of said service.

All of the terms and conditions related to payment via the payment solution STRIPE are governed by the Terms of Service of that provider. OUIFLASH does not retain any of the

Requester's bank details, subject to the provisions below. OUIFLASH may not be held responsible for any malfunction that occurs at the time of payment. Its liability may not be incurred for this reason.

By using the payment platform STRIPE in the context of use of the services of the OUIFLASH Platform, it is understood that OUIFLASH should be considered responsible for processing the personal data collected as part of the payment transactions carried out in accordance with this document. Said personal data is processed in accordance with article 7 below.

By accepting these TOS, the Requester also agrees to be bound by STRIPE's Terms of Service. Those may be subject to amendment on the part of STRIPE only. Indeed, it is understood that under no circumstances may OUIFLASH amend STRIPE's Terms of Service, as it is exclusively a provider over which the former has no control.

The Requester recognizes and accepts that the Assignment is not commissioned or transferred to the Producer Platform until the payment is made.

Payment is made online by credit card only, according to the terms specified at the time of purchase.

It is however understood that this payment term does not apply where partnerships have been agreed between OUIFLASH and Requesters. In this situation, the payment terms are those indicated in said agreements. Agreements between OUIFLASH and Requesters and these TOS form a whole and constitute the entirety of the terms and conditions of their collaboration. In case of contradiction between such agreements and these TOS, the agreements shall take precedence.

**3.8.2.** When a Requester wishes to cancel an Assignment they have ordered, but it has already been allocated by OUIFLASH and accepted by the Producer in question, the Requester will not be refunded, unless they cancel the ordered assignment more than 24 hours before the scheduled date and time. However, if the Requester cancels an Assignment before it is allocated by OUIFLASH and accepted by a Producer, OUIFLASH will refund the Requester the price of the Assignment.

**3.8.3.** If the Producer withdraws from the Assignment less than 24 hours before the scheduled date and time and no other Producer accepts the Assignment for it to be carried out within the time allotted by the Requester, OUIFLASH refunds the Requester.

**3.8.4.** As part of specific partnerships between the Requesters and OUIFLASH, it is understood that OUIFLASH may apply certain administration costs, which the Requesters expressly recognise and accept.

### **3.9. Assignment payment terms for Producers**

**3.9.1.** OUIFLASH pays the Producer by bank transfer 70% (exclusive of tax) of the amount charged to the Requester, with the deduction comprising of commission payable to

OUIFLASH for putting the parties in contact with each other, upon receipt of invoice issued by the Producer after completion of the Assignment.

This payment is made at the end of the month following approval by the Requester of the assignment carried out by the Producer.

It is however understood that this payment term does not apply where partnerships have been agreed between OUIFLASH and Producers. In this situation, the payment terms are those indicated in said agreements. Agreements between OUIFLASH and the Producers and these TOS form a whole and constitute the entirety of the terms and conditions of their collaboration. In case of contradiction between such agreements and these TOS, the agreements shall take precedence.

**3.9.2.** For Producers who are self-employed, the amount indicated above to be paid to them will be exempt from VAT (Value Added Tax) at the rate in effect at the time of payment.

**3.9.3.** The payment due to the Producer is postponed proportionally when fulfilment of a new assignment or alterations to the images turns out to be necessary, in accordance with the provisions set out in these TOS.

**3.9.4.** No additional payment is due to the Producer when a new assignment or alterations must be carried out, because the first attempt did not meet OUIFLASH's specifications and/or the criteria specified by the Requester, or the latter has disputed the first assignment.

### **3.10. User ratings**

**3.10.1.** After having received and downloaded the images for the assignment, the Requester should rate the quality of the assignment completed by the Producer. This rating is compulsory. The Producer has access to their overall rating via the Producer Platform but has no access to the rating assigned by each Requester.

Conversely, the Producer rates the Requester for whom they have carried out the assignment. Only OUIFLASH has access to the rating that has been assigned to the Requester.

The ratings will be given directly through the Producer and Requester Platforms. Each rating is between 1 and 5.

Ratings chiefly enable improvement of the quality of assignments completed. The User undertakes to use them in a fair, honest and objective way according to the criteria proposed above.

Misuse of this functionality is likely to result in liability by the abuser. A User who notices one or more instances of misuse should immediately inform OUIFLASH at the following address: [info@ouiflash.com](mailto:info@ouiflash.com).

If OUIFLASH finds one or more instances of misuse regarding use of the ratings functionality, OUIFLASH may, at its discretion, hold the User in question accountable and/or exclude them from the OUIFLASH Platform, for the duration of its choice or indefinitely.

By accepting these TOS, Users of the OUIFLASH Platform automatically accept being subject to OUIFLASH's rating system as described above.

**3.10.2.** In the event that the Requester refuses the assignment, the Producer is automatically assigned a rating of 1 out of 5, which the Requester may not adjust. If the Requester accepts the assignment, they should then give the Producer a rating between 2 and 5. In the event of refusal, OUIFLASH will contact the Requester and alterations will be made to the images delivered to the Requester or a new assignment will be carried out.

In the event of refusal of the assignment, the Requester is forbidden to use any image which forms part of the assignment, for any purpose whatsoever and on any medium whatsoever, until the assignment has been altered or redone and approved by OUIFLASH and the Requester.

**3.10.3.** Any Producer who receives more than five ratings below 3 out of 5 will no longer be used by OUIFLASH. OUIFLASH may then decide to remove the Producer's Personal Account, for a duration to be determined by OUIFLASH. OUIFLASH informs the Producer of its decision and the duration of the exclusion of the Producer by email or via the Producer Platform. Once this period has expired, the Producer whose account was removed may, if they wish, apply to join the OUIFLASH Platform as a Producer again, under the conditions laid out in these TOS.

OUIFLASH may also decide to keep the Producer in the OUIFLASH community. To be allocated to an assignment again, the Producer must prove themselves by sending OUIFLASH new accomplishments, for example. A decision to entrust the completion of assignments to a Producer again is a decision taken at OUIFLASH's discretion.

**3.10.4.** OUIFLASH reserves the right to stop accepting Assignments from a Requester if they have received a significant number of ratings below 3 out of 5, with the exact number to be determined at OUIFLASH's discretion. Like Producers, OUIFLASH may then decide to remove the Requester's Personal Account, for a duration to be determined by OUIFLASH. OUIFLASH informs the Requester of its decision and the duration of the exclusion of the Requester, by email or via the Requester Platform. Once this period has expired, the requester whose account has been removed may, if they wish, ask to be able to use the services of the OUIFLASH Platform once again, under the conditions laid out in these TOS.

### **3.11. Terms relating to the general operation of the Platform**

**3.11.1.** OUIFLASH is a totally independent third party in respect of Producers and Requesters. OUIFLASH's role is limited to that of intermediary between Producers and Requesters, as defined and delimited by these TOS. With this exception, OUIFLASH does not interfere at all and does not wish to play any active role in the relationship between the Requester and the Producer. The Users represent their own interests: they issue or accept that they are provided with assignments under their sole responsibility.

**3.11.2.** The Producers are professionals, which means that they have a qualification or certificate relating to his profession, or they have at least significant experience in his field. The Producer does not have to prove their quality to the Requester, insofar as the Producers are selected by OUIFLASH on the basis of objective criteria including experience in their field , among other things.

For this reason, OUIFLASH guarantees to the Requester that they have selected the Producer on the basis of objective criteria. However, OUIFLASH cannot guarantee to the Requester that the assignment assigned to the Producer will perfectly meet OUIFLASH's specifications and/or the criteria that they have specified at the time of ordering the Assignment. It is understood that, in this case, the provisions of these TOS relating to such situations will be applied.

### **4. Limitation of liability**

**4.1.** The User acknowledges having been informed of and accepts the fact that OUIFLASH may not be held in any way responsible for the creation, alteration, deletion, or failure to receive, release, send or store Users' data, which fall under the full and sole responsibility of the latter. Publication of Assignments by Requesters on the Requester Platform falls under their sole responsibility, and they guarantee OUIFLASH against any claim and any appeal by any physical or moral person who feels wronged by the published content.

Similarly, OUIFLASH may not be held in any way responsible for a delay in or failure of the server or internet network with regard to sending assignments to Requesters and/or their subsequent download(s) from the Requester Platform.

**4.2.** OUIFLASH offers a purely technical platform allowing the publication of Assignments by Requesters expressing their needs for assignments at properties that they manage or administer, as well as a technical platform dedicated to Producers, mainly so that OUIFLASH may communicate with them through it.

Users recognise and accept that the OUIFLASH Platform is a matching service. Operating the services proposed by OUIFLASH depends mainly on factors which are not under OUIFLASH's control, including in terms of the Producers' abilities and people skills, which OUIFLASH cannot guarantee and may not under any circumstances be held responsible for.

OUIFLASH provides no other service and does not guarantee, whether directly or indirectly, the authenticity and accuracy of the Assignments (including information and characteristics concerning the properties) placed online by Requesters on the Requester Platform.

OUIFLASH accepts no responsibility for the content of Assignments published by Requesters or for Users' behaviour. Given that the content of Assignments posted on the Requester Platform is generated by the Requesters themselves, OUIFLASH may not be held responsible for the authenticity of the announcements, the quality of the offerings, the security or legitimacy of orders for assignments, nor for the wording and content or the published messages and/or announcements. Any announcement or message which you suspect does not respect the law and applicable regulations should be reported by sending an email to [info@ouiflash.com](mailto:info@ouiflash.com).

OUIFLASH's responsibility may not be incurred, directly or indirectly, for this reason.

**4.3.** OUIFLASH is not responsible in the event of a malfunction, a hidden defect, non-conformity with the equipment used by the Producer to carry out the assignment, or in the event of misuse, dishonesty or fraud by a User or a third party, or for any other tort or offence committed by another User or third party when using the OUIFLASH Platform.

**4.4.** OUIFLASH does not provide any express or implicit guarantee relating to, including but not limited to, continuity and sustainability of the Platform, performance of the Platform, conformity or compatibility of the Platform for a particular purpose, quality of or absence of faults and defects in the Platform, eviction and non-violation of laws and regulations or these TOS of the Platform by other Users.

**4.5.** No advice or information, whether oral or written, obtained by the User from OUIFLASH or during use of the Platform may provide guarantees not expressly stated by these TOS.

**4.6.** The User acknowledges that use of the Platform is at their own risk. The Platform is provided "as-is" and is accessible without any guarantee of availability and legality. OUIFLASH will make every effort to make the Platform available 24 hours a day, seven days a week, except in the event of force majeure or events outside of OUIFLASH's control, with the exception of maintenance periods, potential outages, technical issues linked to the nature of the network or malicious activity or any attack on OUIFLASH's equipment or software.

**4.7.** OUIFLASH may not under any circumstances be held liable due to an interruption to all or part of the Platform regardless of the cause, the duration or the frequency of this interruption.

**4.8.** OUIFLASH may not under any circumstances be held liable for loss, theft, breakage or any other occurrence likely to affect the condition and/or possession of the Producer's equipment, whether on the way to or returning from carrying out an assignment or during completion of the assignment.

Similarly, OUIFLASH may not be held responsible for the actions of third parties nominated by Requesters who may be involved in the course of a assignment. The same applies if the Requester has decided that neither themselves nor a third party will be present during the assignment and the Requester has entrusted the Producer, under their sole responsibility, with keys to enable them to access the property. OUIFLASH may not be held responsible for difficult conditions for carrying out assignments (building sites, etc.).

**4.9.** Under no circumstances does OUIFLASH get involved at the time of carrying out the assignment itself. Consequently, no liability can be attributed on this basis, whether concerning the conditions for carrying out the assignment or the travel needed to complete it. This is entirely independent of the will of OUIFLASH, which the Requester and Producer recognise and accept.

It is also understood that, when the Requester does not want to be present for the assignment, the third party nominated by the Requester to attend and/or allow the Producer to access the property has no direct or indirect connection of any sort with OUIFLASH. The only person with whom this third party is in contact and/or has a business relationship is the Requester.

Consequently, in the event that something occurs during completion of the assignment concerning or implicating the third party in question, or items which are entrusted to the Requester in their role as a real estate agent (keys to the property, for example), OUIFLASH may not be held liable for this incident on this basis in any way.

It should be noted for this reason that OUIFLASH acts only as an intermediary and may not be held responsible for any potential difficulties in the relationship between the Users outside of the framework set out in these TOS, whether between themselves or any third parties, including tenants or owners of the properties in question or third parties nominated by the Requesters to attend the assignment.

**4.10.** It is up to the User to comply with the legal obligations relating to completion of an assignment, for example, where appropriate and without this list being exhaustive, compulsory administrative and social declarations and tax returns arising from completion of the assignment.

Consequently, it is up to Users to respect the legal obligations resulting from collection of a sum of money, including any declaration of income earned thus as well as, where appropriate, tax obligations, including collecting VAT.

**4.11.** It is agreed that, in the event that OUIFLASH's accountability is questioned, whatever the basis and/or nature of the action, only direct damages may give rise to compensation, and any indirect, consequential and/or incidental damages, such as for example disruption of business activities, loss of clientele, etc., will not be eligible for compensation in favour of the Producer and/or Requester.

**4.12.** OUIFLASH is not responsible for the terms regarding payment for Assignments, conducted through an third-party platform which is independent of OUIFLASH.

In the event of a dispute, Requesters will turn directly to the corresponding secure platform.

## **5. Use of the Platform - User Obligations**

**5.1.** Users undertake to respect the laws in force in the context of use of the OUIFLASH Platform. Users agree not to make discriminatory, racist, xenophobic or anti-Semitic remarks, nor insults, verbal abuse or other comments of a violent or pornographic nature, nor to publish content contrary to public policy or morals, whether on their Personal Account, the Assignments ordered by Requesters, or in the context of conversations between Producers on the Forum.

Furthermore, Users are forbidden from using the OUIFLASH Platform for promotional purposes.

**5.2.** Users expressly agree to use the OUIFLASH Platform for all orders and completion of assignments for a property as defined in these TOS. Broadly speaking, Users undertake to behave fairly towards OUIFLASH, by not looking to canvass or solicit for future assignment services.

Consequently, the Producer agrees not to accept Assignments from Requesters outside of the process provided by the OUIFLASH Platform.

Similarly, the Requester agrees not to propose Assignments to Producers outside of the process provided by the OUIFLASH Platform.

If such a case occurs, the User in question is obliged to inform OUIFLASH as soon as possible by email to [info@ouiflash.com](mailto:info@ouiflash.com), and the latter will take all necessary measures against the implicated User, up to excluding them from the OUIFLASH Platform and removing their Personal Account for a fixed duration or once and for all, with this decision taken at the sole discretion of OUIFLASH. Users agree not to challenge this decision by any means whatsoever.

In such a situation, OUIFLASH also reserves the right to prosecute any person who acts contrary to this restriction which is essential and determining for these TOS.

**5.3.** By accepting these TOS, the Requester guarantees in case of a real estate assignment, that they have certificate and/or a deed to manage and/or administer the property in

question, or at least that they have the legal authority to manage and/or administer said property. Similarly, the Requester guarantees that they have all the necessary permissions, including from the owner and/or tenant of the property in question, as well as from the architect who designed the plans for the property in question, so that the Producer may carry out the assignment under the terms laid out in this document.

It is expressly understood that the Requester assumes responsibility for obtaining said permissions, directly or by means of the tenants or owners of the properties to be photographed or filmed, with this responsibility not reverting to OUIFLASH under any circumstances. The Requester will supply these permissions as soon as requested by OUIFLASH.

Consequently, the Requester agrees only to propose Assignments on the Platform for properties which they manage or administer, and for which they possess the necessary permissions for carrying out assignments as well as for use of those assignments in accordance with this document. Users should note that Articles L. 335-2 onwards of the Intellectual Property Code punish the crime of forgery with three years of imprisonment and a 300,000 Euro fine.

The Requester agrees not to publish assignments relating to the completion of assignments for properties which they do not manage or administer, or for assignments intended for another purpose than that set out in these TOS, whatever that may be.

This guarantee extends to abuse of an assignment which may be carried out by OUIFLASH in accordance with this document.

OUIFLASH's responsibility may therefore not be incurred for this reason under any circumstances.

The Requester also guarantees the accuracy of the information contained in the Assignment as published or amended on the Platform and transferred to the Producer Platform.

**5.4.** The Producer is qualified and competent to complete the Assignment and guarantees that they have, where appropriate, the required qualification or certificate.

The Producer also guarantees that they have reported themselves to the competent authorities as self-employed, or are affiliated with the social security scheme for writers.

The Producer is fully responsible for the proper execution of the assignments they are commissioned to carry out, with their role including overseeing successful delivery.

**5.5.** Users should note that use of OUIFLASH for professional purposes means respecting quite a few legal obligations, including the obligation to declare themselves to the authorities, which Users themselves are responsible for. OUIFLASH's responsibility may not

be incurred in the event of Users' breach of the obligations in connection with their usage of the OUIFLASH Platform. In particular, it should be noted that Article L. 8244-1 of the Labour Code punishes hidden work in the form of concealment of activity or concealment of paid employment with three years of imprisonment and a 45,000 Euro fine.

**5.6.** During their Registration on the Platform online, Users undertake to provide true, accurate, up-to-date and complete information about their identity. Users undertake to update the data they submitted at the time of their Registration online immediately in the event of a change. Users should note that Article 226-4-1 of the Criminal Code punishes with a year of imprisonment and a €15,000 fine the act of impersonating the identity of a third party or making use of one or more pieces of data of any nature enabling them to be identified for the purpose of disrupting their peace or that of others, or damaging their honour or their recognition. Users who notice one or more acts constituting the crime of identity theft on the OUIFLASH Platform must immediately inform OUIFLASH at the following address: [info@ouiflash.com](mailto:info@ouiflash.com).

Users are solely responsible for the use made of their Personal Account as well as for protection of their Credentials and passwords. Any identity theft, loss, misuse or unauthorized use of a User's Credentials and/or Personal Account and their consequences are the sole responsibility of that User. In all the cases mentioned above, Users are required to notify OUIFLASH by email, without delay, specifying their full name, postcode, city, date of birth, telephone number, the email address used for their Personal Account and, if possible, their old password, to [info@ouiflash.com](mailto:info@ouiflash.com), to allow OUIFLASH to take steps to rectify the situation and in particular to immediately delete and/or update the Credential and/or password in question. Misuse of this flagging mechanism is likely to result in liability by the abuser.

**5.7.** Use of OUIFLASH is forbidden by minors and persons without the power to hire, or without the authorisation of a guardian or carer. Use of OUIFLASH is prohibited to Users whose Personal Account has been voluntarily suspended or deleted by OUIFLASH, for the fixed or indefinite period indicated to the User by OUIFLASH.

**5.8.** Upon learning of a clearly illicit act by a User and/or in the event of violation of the provisions of these TOS and/or any legal or regulatory obligations, OUIFLASH may immediately, without notice or compensation, remove, suspend or delay the Assignment in question and/or suspend or terminate the User's Personal Account and deny them access to all or part of the Platform, temporarily or irrevocably. OUIFLASH reserves the right to pursue any use of the Platform which does not conform to these TOS before the competent legal authorities.

**5.9.** Users may end their Registration with the OUIFLASH Platform at any time, although not retroactively, by simple request by email to [info@ouiflash.com](mailto:info@ouiflash.com), subject to meeting the

obligations which they became liable for before the termination. In this case, the information relating to their Personal Account will be destroyed.

## **6. Insurance**

**6.1.** The Producer carries out the assignments entrusted to them with their own equipment.

In the event that, despite the restriction placed on them, the Producer carries out an assignment with equipment borrowed from a third party or obtained by any other means, the Producer is responsible for any breakage, loss or theft of said material, whether on the journey to or from carrying out the assignment or during completion of the assignment itself. OUIFLASH's responsibility may not be incurred for this reason under any circumstances.

**6.2.** The Producer guarantees OUIFLASH that they have all the necessary insurance to carry out assignments. This insurance cover includes but is not limited to cases of loss, theft, breakage or any other incident which is likely to affect the condition or possession of equipment, whether on the journey to or from the assignment or during completion of the assignment.

**6.3.** The Requester guarantees OUIFLASH that their insurance, which covers their role as a real estate agent or player and the properties which they manage or administer, is valid for any incidents which may occur during completion of the assignment inside and/or outside the property in question.

In the event of an incident while completing the assignment which may lead to an insurance claim being made, and insofar as the assignment is carried out at the property managed or administered by the Requester, the latter agrees to call on their insurance to cover all the circumstances set out in the preceding paragraph.

**6.4.** Users also declare themselves to be covered by public liability insurance, covering all personal injury (assaults or accidents, among other things) or property damage which may occur as part of carrying out assignments allocated to them by OUIFLASH, also including travel back and forth or completion of the assignments themselves.

**6.5.** In addition, the Producer guarantees OUIFLASH that they have taken out any insurance which may be necessary for carrying out Assignments as a self-employed professional.

**6.6.** Producers and Requesters must provide OUIFLASH with any proof of insurance mentioned in this article at first request.

## **7. Protection of Users' privacy and personal data**

**7.1.** Requesters and Producers must provide certain personal data in order to access the Platform and thus create a Personal Account, which they access by means of a username and/or password.

Users' personal data is subject to automated processing by OUIFLASH for the purposes of managing and administering their account, as well as for rating the completion of Assignments and for statistical studies.

In addition, as part of the online payment service, STRIPE collects Requesters' personal data on behalf of OUIFLASH. The latter is therefore responsible for the processing of personal data, with STRIPE acting on OUIFLASH's instructions as a subcontractor.

Users expressly recognise and accept that their personal data may be passed on by OUIFLASH to other Users, as well as when necessary to third parties nominated by Requesters who do not want to attend a assignment, and this is for the sole purpose of carrying out assignments under the terms and conditions set out in these TOS.

This processing is the subject of a declaration before the French Data Protection Authority (CNIL) under reference number 1934262v0.

Under the amended Law 78-17 of 6th January 1978 pertaining to information technology, databases and civil liberties, every User has a right of access, amendment, correction and deletion of data relating to them. They may therefore demand that information relating to them which is inaccurate, incomplete, incorrect or out-of-date be amended, completed, clarified, updated or deleted. Users may also, for legitimate reasons, oppose the processing of data relating to them.

Each User may exercise this right online at any time by accessing their Personal Account. In case of difficulty, Users may exercise these rights by sending an email to [info@ouiflash.com](mailto:info@ouiflash.com) or writing to OUIFLASH at the following postal address: OUIFLASH, 99 Rue de la Verrerie, 75004 Paris, France.

**7.2.** When a User's Personal Account is closed, for any reason whatsoever, the data relating to that account and particularly traffic flow data is erased or made anonymous and may only be used for statistical purposes. However, activity to erase or make anonymous certain types of data may be delayed for a period of up to one year in order to ensure the security of OUIFLASH's infrastructures and for the purposes of research, observation and prosecution of criminal offences, and with the sole aim of allowing, as appropriate, the provision of information to the legal authorities.

**7.3.** OUIFLASH may make use of cookies on the Platform. This is an automatic tracking mechanism which records information relating to navigation on the Platform and stores information entered during visits to facilitate the registration process and use of the Platform by Users. Users may object to their use and/or remove them by following the procedure indicated in their browser.

**7.4.** The data collected by OUIFLASH relating to Producer applicants who have applied online but have not been selected by OUIFLASH will not be stored.

Once OUIFLASH's decision to refuse the application of a Producer applicant has been sent by email, OUIFLASH undertakes to delete the personal data collected at the time of said Producer's application to the Platform without delay.

**7.5.** In accordance with the provisions of these TOS, the Requester may nominate a third party, such as for example the tenant of the property or the concierge, to assist in the completion of the assignment at the property in question, if they do not want to attend themselves.

In this case, the Requester agrees to request and obtain permission from that third party for their personal data to be collected and passed on by OUIFLASH, under the terms and conditions set out in these TOS, and this is only for these TOS to be put into effect.

Once the assignment, for which the data of the third party nominated by the Requester has been collected, is carried out by the Producer and approved by the Requester, OUIFLASH undertakes to delete all personal data relating to the third party provided by the Requester and collected by OUIFLASH without delay.

## **8. Intellectual property - Image rights**

**8.1.** Images for the assignment carried out by the Producer are original and protected by copyright under Article L. 111-1 onwards of the French Intellectual Property Code.

The Producer who produces the images for the assignment transfers all ownership rights relating to said images exclusively to OUIFLASH, who accepts, for the purpose of their use and distribution by Requesters in order to promote the lease and/or sale of the photographed or filmed property under the terms set out in these TOS, as well as for the purpose of promoting the OUIFLASH Platform by any means of communication (social networks, website, email, written communications materials, etc.), which the Producer expressly accepts.

The Producer transfers all ownership rights to all of the images produced in the context of each assignment exclusively to OUIFLASH, as and when they are produced.

The transferred ownership rights include rights to reproduction, representation, adaptation, translation, and transfer to a third party of all or part of the transferred rights, by any method and process known or unknown at this time, for the period of protection of copyright according to French and foreign law as well as current and future international agreements, worldwide.

The Producer expressly acknowledges that the images produced in the context of this document do not infringe the rights of third parties, whatever they may be (intellectual property, image rights, etc.). The Producer therefore guarantees OUIFLASH peaceable execution of the transferred rights.

It is understood that the ordering of images for a assignment, their completion and the transfer of rights related to them are granted in exchange for payment of the total fixed sum paid to the Producer in accordance with the provisions set out in these TOS, with proportional interest being impossible to determine in practice.

The Producer is expressly forbidden to authorise the reproduction, representation and use of the work covered in these TOS by other natural or legal persons, either commercially or not, for the duration of the assignment of rights set out above.

OUIFLASH undertakes not to modify and/or alter in any manner whatsoever the images subject to this transfer of rights, in order not to violate the moral right of the Producer and/or the architect who designed the property which is the subject of the images.

Notwithstanding the preceding paragraph, it is understood that the images for the assignment are subject, where appropriate, to internal post-production adjustments by OUIFLASH, within the limits of compliance with the moral right of the Producer and any potential architect who may have designed and created the property.

OUIFLASH undertakes to respect the moral right of the Producer(s) who has (have) produced the images. Consequently, OUIFLASH must mention on the Platform the name of the Producer(s) who has (have) produced the images, in a legible and accessible way, by means of an image credit (tooltip, inserted alongside the image).

It is understood that the transfer prescribed herein may not be considered a global cession of future work, which is prohibited by Article L. 131-1 of the French Intellectual Property Code.

Consequently, a regularisation regarding the transferred work will operate between OUIFLASH and the Producer.

**8.2.** Having acquired full ownership rights from the Producer to all the images taken as part of the assignment ordered by the User and carried out by the Producer under these TOS, OUIFLASH transfers all ownership rights to said images exclusively to the Requester, who accepts, in exchange for the price paid by the Requester to OUIFLASH, which includes the price of the assignment service carried out by the Producer and the transfer of associated rights by OUIFLASH.

The transferred ownership rights include rights to reproduction, representation, adaptation, and transfer to a third party of all or part of the transferred rights, by any method and process known or unknown at this time, for the period of protection of copyright according to French and foreign law as well as current and future international agreements, including any possible future extension, worldwide.

OUIFLASH is expressly forbidden to authorise the reproduction, representation and use of the work covered in these TOS to other natural or legal persons, either commercially or not, for the duration of the assignment of rights set out above, unless with express prior agreement from the Requester.

The Requester undertakes not to modify and/or alter in any way whatsoever the images subject to this transfer of rights, in order not to violate the moral right of the Producer and/or the architect who designed the property which is the subject of the images. In all cases, OUIFLASH's responsibility may not be incurred for this reason.

In the event of breach of this obligation by the Requester, OUIFLASH's responsibility may not under any circumstances be incurred.

An exclusive license for use is granted to OUIFLASH for the purposes of using the images, exclusively in the context of promoting their own activity, across all media, worldwide and for the legal duration of rights protection.

**8.3.** Without this list being exhaustive, the "OUIFLASH" brand as well as its by-products, logos, graphic design, layout, information, presentation and Platform content are the exclusive property of OUIFLASH.

The systems, software, structures, infrastructure, databases and content of any kind (texts, images, artwork, music, logos, trademarks, databases, etc.) used by OUIFLASH on the Platform are also protected by any intellectual property rights or rights of the database Producers that are in force. Any disassembly, decompilation, decoding, extraction, reuse, copies and more generally all acts of reproduction, representation, dissemination and use of any of these materials, in whole or in part, without OUIFLASH's permission are strictly forbidden and may be subject to prosecution.

Any reproduction or representation, total or partial, of the Platform or the elements which make it up, including but not limited to trademarks, logos, graphic design, layout, information, presentation and Platform content, is forbidden.

Registration on the Platform does not result in any transfer of intellectual property rights in favour of the User.

**8.4.** The Requester declares to and expressly guarantees OUIFLASH that they have obtained all the necessary permissions, from the owner and/or tenant of the property in question,

but also where applicable from the architect who created the plans and/or built the property, in order for the Producer to carry out the assignments under the terms set out in this document. The Requester will supply these permissions as soon as requested by OUIFLASH.

In addition, the Producer who has produced the images and the Requester guarantee OUIFLASH that no violation of the architect's moral right may be brought as a result of the images which constitute the assignment.

OUIFLASH's responsibility may therefore not be incurred for this reason under any circumstances.

**8.5.** During completion a real estate assignment, the Producer agrees to ensure that the tenant, the owner, any third party nominated to attend said assignment, and more generally any private individual, do not appear in the images.

If this is not the case, the image in question may not be delivered to the Requester and OUIFLASH may ask the Producer, where appropriate, to retouch the images in question or redo the assignment.

**8.6.** Under no circumstances may the use made of the work transferred by the Producer be of a commercial nature.

Insofar as the Producer hereby transfers to OUIFLASH all their ownership rights to the images produced as part of assignments, it is expressly agreed between the parties that the aforementioned uses of the transferred work are the only ones accorded to the Producer, which the latter expressly recognises and accepts.

## **9. Provisions of the Consumer Code which apply to non-professional Requesters**

In accordance with the provisions of the Consumer Code, Requesters using the Platform in a non-professional role may implement guarantees for conformity (Articles L211-4 onwards of the Consumer Code) and against hidden defects (Article 1641 onwards of the Civil Code).

However, Requesters expressly wave their right of withdrawal under provisions 1 and 13 of Article L121-21-8 of the Consumer Code.

## **10. Confidentiality**

OUIFLASH and its Users will treat as strictly confidential any data, information or knowledge, of any nature, on any medium or in any form, which they may be caused to learn in the context of the proposed services via the OUIFLASH Platform, and they undertake not to communicate nor disclose confidential information to third parties. In particular, OUIFLASH and its Users expressly agree that the terms and conditions of these TOS other than those which are accessible by the public, any information relating to the

photographed or filmed properties (location, owner, tenant, Requester's details, etc.), and more generally any aspect, document or piece of information relating to the operation and various processes put in place by the OUIFLASH Platform are confidential.

The Producer must respect this confidentiality obligation, particularly relating to properties (address, owner, etc.), in the event of usage of the images they have taken in accordance with Article 8 above.

The parties undertake to ensure that the same confidentiality obligations are upheld by any person who may have cause to gain access to this confidential information in the context of execution of the TOS.

OUIFLASH and its Users agree, throughout the duration of these TOS and for a period of ten (10) years after cessation of their contractual relationships, for any reason whatsoever, that the communicated confidential information or that which they gain knowledge of be kept strictly confidential and treated at the very least with the same degree of confidentiality which the party concerned accords their own confidential information, not communicating it to third parties, in whole or in part, and only using it in the context of these TOS.

Any other communication or use of confidential information entails prior written consent from the other party. OUIFLASH and its Users agree to inform each other immediately of any infringement or breach of confidentiality obligations of which they become aware.

Some information is not considered confidential: information or documents in the public domain, information or documents resulting from the other party's knowledge which does not violate this confidentiality clause or information or documents ordered to be disclosed by a court or administrative order to which the parties are subject.

## **11. Non-waiver - Entire agreement**

**11.1.** The fact of OUIFLASH not invoking a failure or infringement by a User of any of its contractual or statutory obligations may not be interpreted as a waiver of the right to invoke this failure or infringement. The fact of OUIFLASH not invoking a clause of the TOS does not mean any waiver of the benefit of said clause.

**11.2.** Specific agreements and/or frameworks may intervene between Requesters and OUIFLASH or between Producers and OUIFLASH. These agreements and these TOS form a whole and constitute the entirety of the terms and conditions for the provisions which apply to their relationship with OUIFLASH. In case of contradiction between such agreements and these TOS, the agreements shall take precedence.

## **12. Applicable law**

These TOS will be governed by French law.

### **13. Allocation of jurisdiction**

Any disputes between OUIFLASH and a User, including about training, execution, interpretation, validity, cancellation or termination of these TOS and those covered by protective measures, emergency proceedings, third party appeals, interlocutory application or multiple respondents, shall fall within the jurisdiction of the Paris Courts. When the dispute concerns a consumer, the regulations associated with consumer law apply.