

TERMS AND CONDITIONS OF USE - PRICECONCEPT .EU

As a User of this Web site, your contractual relations with Priceconcept.eu are governed exclusively by these Terms and Conditions of Use.

Any visit or use of this Web site or the services provided equals acceptance of these Terms and Conditions. The User acknowledges and agrees that Priceconcept can consider any Use of the Site as acceptance of these Terms and Conditions, from the time of their use.

Please read these Terms and Conditions of Use carefully, print them and keep a copy of them.

Definitions

- Site: the Web site "Priceconcept.eu"
- User: any Internet user who visits or browses the Site or uses the services offered by the Site, and especially visitors who are Members of Priceconcept.eu
- Use of the Site: browsing, viewing or using the services offered by the Site by an Internet user
- Member: any Internet user who has subscribed to the Site in the member space offered and who has a login and a password
- Internet merchant: any Internet commerce company referenced on the Site and/or offering a product for sale or to provide a service through the Site
- Conditions: the present Terms and Conditions of Use
- Priceconcept Network: all the existing and future Web sites belonging to the company Priceconcept.eu, a limited liability company, whose head office is at BEAULIEU SUR MER (06310), 19 boulevard du Général Leclerc, and which is listed with the Corporate and Trade Registry (RCS) of NICE under the number 490 070 885.

1. Acceptance of the Terms and Conditions of Use

Use of the Priceconcept.eu Web site and all its services and software is subject to these Terms and Conditions which link the User contractually with Priceconcept.

The Terms and Conditions apply to all Users of the Site.

Any visit or use of the Site or the services provided equals acceptance of these Terms and Conditions. The User acknowledges and agrees that Priceconcept can consider any Use of the Site as acceptance of these Terms and Conditions, from the time of their use.

In addition, the use of some services may involve your acceptance of special conditions, a user license or respect of a user's charter available on the pages dedicated to these services. Unless otherwise stated, these specific rules will apply simultaneously with the present Conditions. However, in the event of any contradiction, the specific rules will prevail.

2. Conditions relating to the nature of the user

- The services offered by the Site are intended to be used only by natural persons over the age of 13, acting on a non-professional basis. You will therefore refrain from any commercial or for-profit use of any part of the services or access to the Site's services.
- The User cannot use the Site if the laws of his country of residence or of the country from which he accesses or uses the Site forbid him from receiving or using the Site's services or prohibit such reception or use.

3. Protection of minors

Some services give access to content intended exclusively for adults and for which access is restricted to users aged 18 or over. A warning page appears when searching by category.

The use of the Internet by minors must be supervised by an adult in charge. Thus it is the adult's responsibility to determine the services and uses they consider appropriate for these minors. For this, helpful advice is provided by the AFA in collaboration with the authorities, and is available at the following address: <http://www.pointdecontact.net/protectiondel'enfance.html>.

4. Description of services

4.1. Services for Users and Members

Priceconcept offers, free of charge and without subscription, different search functions, by keyword or product category, for finding a specific product or service offered on the Web sites of the merchants referenced on the Priceconcept site and to compare their prices.

The results found are displayed in the form of a comparative table, in increasing order of price per product and/or service in the same category. The results supplied do not encompass all the offers available on the Internet; they come from the data collected by Priceconcept from the merchants referenced on the Site.

If you then wish to purchase the selected product or service, you must then go to the Web site of the merchant of your choice. Priceconcept may also present you their partners and their services, in particular in the form of integrated services.

Priceconcept may also offer promotional links on their Site, in particular sponsored links, advertising messages or special offers, that you may consult when using the Site.

Priceconcept may also offer you free-of-charge general product information, provided by merchants and/or the Cnet database, promotional games, and may offer you the possibility of consulting comments on the products and merchants referenced on the Priceconcept Web site. Users' comments are subject to special terms and conditions of use under Article 7 below.

In order to use the services offered by Priceconcept, via your computer or through other supports, you must have access to the Internet with sufficient bandwidth. Any expenses corresponding to this access are at your charge alone. In addition, you must be equipped with all the computer equipment required to access the Internet network. It is up to you to ensure that your equipment and your software do not disrupt or interfere with the Site's services.

4.2. Services for Members

Priceconcept provides Members with a community space that helps them when purchasing on the Site, in particular by putting the community of Member buyers in relation with each other through discussion forums.

Priceconcept may also offer other purchasing help services, such as good ideas, subscription to the Newsletter and other services.

Members can give their comments on the products and merchants referenced on the Priceconcept Web site. Users' comments are subject to special terms and conditions set out in Article 7 below.

5. Modification of services and Terms and Conditions

Priceconcept innovates continually in order to offer its Users/Members the best possible experience. You acknowledge that the form and nature of the services offered may change from time to time, without prior notice.

In the context of this ongoing innovation, Priceconcept's service offer constantly evolves and Priceconcept will launch new services but may also, if need be, withdraw or modify the characteristics of some existing services, according to the conditions set out below.

Priceconcept also reserves the right to modify the Terms and Conditions periodically without prior notice, in particular in accordance with the evolution of the services offered to the User and Member.

For changes to services requiring the opening of a Priceconcept.eu Member account, Priceconcept will collect the information required from Members by any appropriate means. You can cancel your Member account online according to the procedure available on the Site.

If the Site or its services are used after the date of modification of the Terms and Conditions, the User/Member acknowledges and agrees that this use implies the User/Member's acceptance of the modified Terms and Conditions.

The User/Member is advised to regularly consult the Terms and Conditions in order to be informed of any changes.

6. Relations with advertisers and Internet merchants

Your relations with the referenced Internet merchants and/or advertisers will be governed by their contractual documents.

The Internet merchants are third parties to this contractual relationship linking you with Priceconcept. Thus, when you use the services offered by an Internet merchant and in particular when you go to his Web site from the Priceconcept site to purchase a product or service there, you are subject to his Terms and Conditions of Use, and Priceconcept is a third party in your dealings with the Internet merchant.

In the same way, if an order is placed with the Internet merchant concerned for one of his products or services and if the order is accepted by him, the price indicated on the Internet merchant's site will be the price that actually applies.

When using the Site, you may come to use a partner service presented by Priceconcept on or via its Site. These partner services are generally identified by the partner's logo and accompanied by the partner's Terms and Conditions of Use. In this event, only that contract will govern your relations with this partner.

7. Users' comments

If you wish to make a comment, you are legally obliged to identify yourself. Also, before being able to make your comment, you must open a Priceconcept Member account and accept the Site's Terms and Conditions of Use.

You must also be aware of the regulations governing the processing of your personal details, as set out in Article 13 below.

Your Member's comments are also authorized to appear on all sites in the Priceconcept network.

If you notice an offensive comment, you can report it by using the link "report an offensive post" available on the Site's pages. Priceconcept will take the appropriate steps to deal with comments that contain offensive or illegal content.

8. Priceconcept Member accounts

A Priceconcept Member account must be created to access the Site's functions and other services reserved for Members, in particular the posting of comments, as set out in Article 7 above.

When a User creates an account, he undertakes to provide full, accurate information, and to keep his password safe and secret.

A Member can cancel his account at any time.

Priceconcept reserves the right to deactivate, without prior notice, any Member account that is not used for a continuous 6 months.

The User undertakes to alert Priceconcept immediately of any breach of security or any unauthorized use of his Priceconcept account that he is aware of.

The User acknowledges that he alone is responsible to Priceconcept and any third parties for any activity undertaken through his Priceconcept account.

9. Illicit or offensive content

If you notice any illicit or offensive content on our Site or our services, we would appreciate if you report it to the following address:

contact@priceconcept.eu

Your report must enable Priceconcept to identify the offending third-party content and must contain the following items:

- your full name and contact email address

- a description of the third-party content that seems offensive to you and any information enabling us to identify it
- the reasons you think this third-party content is obviously illicit.

If the third-party content thus identified is contrary to French law, Priceconcept will take all appropriate steps.

Any notification of third-party content wrongfully presented as illicit for the purpose of having it withdrawn or to stop its distribution will make the perpetrator liable for prosecution and possibly civil sanctions or penalties.

10. Intellectual property rights

The services and related software tools used by Priceconcept contain confidential information that is protected, in particular, by intellectual property rights.

Priceconcept grants you a non-transferable, non-exclusive right to use their services for your personal use, on the understanding that you are forbidden to copy, modify, integrate the technical items of the services in a derived work, or use reverse engineering or any other method to attempt to access the source code or protocols in particular. You agree not to access the service by any means other than by the interface provided by Priceconcept for this purpose.

You also acknowledge that all content found on the Site, including third-party content, is protected by copyright, trademark law, patent law and all other intellectual property rights recognized under current legislation.

You will therefore refrain from reproducing, imitating or using in any way whatsoever, any part of the content that is protected by intellectual property rights without obtaining the prior express authorization of the holder or authorized user of these rights.

11. Guarantees

You expressly acknowledge and agree that:

1. The free services offered by the Site have been designed for a non-professional, reasonable and normal usage by the largest number of users.
2. In view of the nature of the services and the constraints, in particular of maintenance, Priceconcept cannot guarantee the full continuity of the services offered. In the event of an interruption to the services, Priceconcept will deploy all reasonable means to remedy the situation as quickly as possible.
3. Priceconcept does everything possible to bring you the most recent and accurate information and data about the products and services presented on its Site, in particular regarding prices. However, as this information and data is forwarded by the merchants referenced on its Site, Priceconcept cannot guarantee its full accuracy or exhaustiveness. Priceconcept undertakes to retranscribe on its Site any change in the information and data brought to its attention by the merchants. On the other hand, Priceconcept cannot, for technical reasons, guarantee that the retranscription of the modification on its Site will be instantaneous nor that it will

appear simultaneously in the results of a search by keyword or by product and/or service category. In the event of a difference between the information and data displayed on the Priceconcept Site and that displayed on the merchant's Web site, the latter will prevail.

4. Priceconcept gives no guarantee concerning the content of Members comments collected via the Site's services. These comments engage only their writer. However, if necessary, Priceconcept will take the steps described in the Article "Users' comments" above.

12. General restrictions of use

By the present Terms and Conditions, Priceconcept authorizes you to access and use its Site and services, in a normal and reasonable way, subject to the following conditions:

1/ you undertake not to disrupt, slow, block or alter the normal flow of data exchanged in the context of the services offered by the Site, nor to accelerate the scrolling rate of the service content in such a way that the operation of the service is modified or altered, nor to take any other action with an equivalent disruptive effect on the functionalities of the service.

2/ you undertake not to fraudulently access, hold up, hamper or disrupt the Site's information systems and in particular its services, servers and service provider networks, nor to refuse to comply with the necessary conditions, procedures, general rules or statutory regulations applying to the service provider networks;

You also undertake not to modify or alter any part of the Site or any of its services;

You also undertake not to attempt to, nor to circumvent, deactivate or disrupt in any other way any function of the Site linked to security or any function preventing the normal use of the Site or imposing limitations on the use of the Site or the content accessible on the Site

If necessary, Priceconcept reserves the right to take any necessary steps to stop these schemes and to obtain compensation for its losses.

3/ you undertake not to distribute any part of the Site on any support, without first obtaining Priceconcept's express written authorization;

4/ you undertake not to use the Site or one of its services for a commercial purpose, without first obtaining Priceconcept's express written authorization. Prohibited commercial uses include in particular:

- the re-sale of access to the Site or one of its services to another Web site for the main purpose of generating income through advertising or subscription;
- the redistribution of the Site's services for the main purpose of generating income through an activity substantially comparable or similar to that of Priceconcept;

5/ you undertake not to use or launch an automated system (including in particular any robot or spider) that sends more request messages to the Priceconcept servers during a given time period than can be reasonably produced by a human being during the same period using a standard (non-modified), publicly-available Web browser;

6/ you undertake not to collect or gather any personal information about any User/Member of the Site or any service;

7/ you undertake not to use the Site or the Site's services (including comments) to seek a commercial activity or one linked with a commercial enterprise;

8/ you acknowledge that the non-respect of any one of the above-listed conditions constitutes a breach of the present Terms and Conditions on your part. You undertake to respect all other conditions and rules pertaining to the use of Priceconcept at all times while using the Site or its services.

9/ You acknowledge that you alone are responsible for any failure to meet your obligations under these Terms and Conditions and any consequences arising from this. Thus, Priceconcept has no responsibility toward you or any third party.

13. Personal information

Consultation of the services offered by Priceconcept and connection with the Internet merchant you have chosen does not require any subscription or identification with Priceconcept.

The subscription data collected when using some services and the IP addresses directly collected by Priceconcept when you use the Site's services are processed in accordance with the personal data protection principles defined under current legislation.

Priceconcept may use cookies as well as click-counting systems to determine the number of fruitful visits to the referenced merchants.

You can configure your browser to accept all cookies sent by the sites you consult, to systematically reject all cookies or to ask you each time if you wish to accept them or not.

Your right to access, correct, oppose and delete your personal data can be claimed by writing to Priceconcept, Personal Data Department, head office, or by sending your request to the following address:

contact@priceconcept.eu

14. Liability

Priceconcept can only be held liable on account of the services offered in the event of a fault proven by the User/Member and only for direct damages.

In addition, Priceconcept cannot be held liable, without this list being exhaustive, for indirect damages, loss of profits, loss of clientele or loss of data or information in the context of a professional or commercial use of Priceconcept. Moreover, Priceconcept cannot be held liable in the event of investment orders or decisions based on information provided via the Site's services.

Priceconcept cannot be held responsible for any difference observed between the price displayed on the Site and that appearing on the merchant's site for the same product or service.

Neither can Priceconcept be held responsible for the presentation provided by the merchant of his product/service offers, ordering or the use of the products/services of the merchants referenced on the Site.

15. Miscellaneous

Any failure by Priceconcept to exercise its rights under the present Terms and Conditions does not constitute a renunciation of these rights in any way.

If any one of the clauses of the present Terms and Conditions of Use is annulled through a legal decision, the other clauses remain applicable.

16. Language of the Terms and Conditions

On the User/Member's request, Priceconcept has provided an English translation of the French version of the Terms and Conditions of Use. This is made available purely for convenience, as the relation with Priceconcept is governed by the French language version of these Terms and Conditions.

In the event of a discrepancy between the French version and the translated text of the Terms and Conditions of Use, the French language version will prevail.