

# TOS USER

Last Updated : June the 2nd, 2020

The Terms of Service are concluded between:

Prizle SAS, 8 rue du Pic Saint-Loup, 34160 BEAULIEU, with a capital of 19 968 €, registered with R.C.S. MONTPELLIER 834 187 387.

Hereinafter "Prizle" on the one hand;

And the client, a natural person acting for purposes that are not part of his professional activities, hereinafter "the User" on the other hand;

Together referred to as "the Parties".

## Warning

*Prizle publishes a charity search engine, allowing registered users to make Donations to affiliated Associations, thanks to the queries they make on the Prizle search engine. The Internet user wishing to create a profile on the Prizle website in order to use the services is invited to carefully read these terms of use before accepting them.*

*Any Internet user who accesses the site as a visitor acknowledges that the provisions of the general conditions of use relating to the availability of the site and the operation of the Site in general, to the intellectual property, to the means of communication, to customer service, to the applicable law and to the competent courts and to the privacy policy are fully opposable.*

## 1. Subject

The present Terms of Use are intended to frame the terms of use of the Site and the provision of the Services, as described in Article 4. The Services are provided to Users free of charge.

## 2. Definitions

- **Association:** it designates every non-profit organization or association affiliated to Prizle and that is able to be a beneficiary of a donation.
- **TOS:** it designates the current Terms of Service of Prizle's Services.
- **Donation:** it designates the donation manual agreed by the user in the Association. The amount of the donation is established from the amount after the deduction of the fees.
- **Identification Data:** it designates the email address and the password required of the user and allowing them to access their profile.
- **Personal space:** it designates the environment appointed of the User on the website, to which it will connect through its Identification Data.
- **Prizle Donation Extension:** means the browser extension developed by Prizle that can be installed by the User on his browser, provided that he uses a compatible browser. The list of compatible browsers is available on the Site.
- **Cost:** means the operating costs of the Services invoiced by Prizle
- **Internet User:** means any natural person navigating on the Site as a visitor.
- **E-commerce website:** means any market place or any professional seller of goods or services partner of Prizle.

- **Web Browser:** means the computer software allowing access to the Internet and used by the User to connect to the Prizle Website.
- **Platform:** means the website operated by an e-commerce site through which it carries on its business of selling goods or providing services.
- **Profile:** means the User's dedicated environment on the Site to which he connects by means of his Identification Data.
- **Representative:** it designates the Association President or any other physical person entitled by the statutes for representing her.
- **Search Engine:** tool which makes it possible to search for resources, content, documents, etc. on the web using keywords.
- **Services:** designate all the services provided by Prizle to the User, as described in Article 4 of this document.
- **User service:** means the customer support whose contact details are indicated in article 13 of this document.
- **Site:** means the website published by Prizle, accessible by means of a computer or mobile device (tablet or smartphone) with internet access.
- **User:** it designates every physical person registered on the Prizle website and being able to beneficiate the Association with funds generated by their researches .

### 3. User Registration

Any Internet user wishing to become a User of the Services provided by Prizle must create a Profile on the Site. To this end, the Internet user completes the subscription form by filling in the information requested. In particular, he must indicate an email address and set a password. The User is then invited to accept these Terms of Use, as well as the Privacy Policy, through a checkbox process. These TOS are downloadable in PDF format by clicking on the link available at the end of this document.

By validating the Terms, the Internet user declares:

That he is 18 years old or older and capable;

That he acts on his own account.

The email address and the password of the User constitute his Identification Data. The User agrees to provide a valid email address and of which he is the holder. The User may at any time change his password in the corresponding section of his Profile.

The User undertakes to keep the confidentiality of his password and not to communicate to a third party his Identification Data. All connections to the Profile using the Identifying Data will be deemed to be made by the User. Prizle cannot be held responsible for access to the Profile by a third party using the Identification Data.

### 4. Services Description

#### 4.1. Services Presentation

Prizle publishes a Website allowing Partner Associations to receive Donations, generated when a User makes researches on the Prizle Search engine.

## 4.2. Conditions for obtaining a donation

### 4.2.1. Eligibility of a search

It is formally forbidden to search automatically or via unnatural use of Prizle services (robot, creation of false account, etc.). Prizle reserves the right not to count user searches if abuse is suspected.

### 4.2.2. Installation of the Prizle Search Tool on a Browser

To install the Prizle Donation Tool on their Browser, the User must access the Prizle Site from a compatible Browser (the list of which is available on the Site) and click on the download link for the Search Tool file.

### 4.3. Donation amount following a search on Prizle Search

Each search generates a donation for the association supported by the user, the value of which is calculated at the end of the month based on the advertising revenue generated via the Prizle Search search engine.

The User is informed that Prizle Fees are 50% of the advertising revenue generated.

### 4.4. Events that may affect Donation

The attribution of the Donation to the designated Association is subject to the effective payment by the partner of the advertising revenue.

In addition, the User is informed that in exceptional cases, Donations generated by his researches cannot be paid to the Association he has designated. This is particularly the case when:

Prizle is unable to retrieve the tax identification number of the Association;  
The Association is in breach of its contractual obligations with regard to Prizle;  
The Association is removed from the list of Associations affiliated to Prizle.

When the Donation cannot be paid to the Association selected by the User, the latter expressly agrees that the Donation generated by his research is attributed to another Association, in accordance with the provisions of article 4.5.

### 4.5. Management of Beneficiary Associations

Prior to any search on Prizle Search, the User must select a beneficiary Association. Otherwise, no donation can be granted.

The User selects in his Profile the Association to which he wishes his Donations to be donated. The list of Associations affiliated to Prizle is available on the Site. The User can only select one Beneficiary Association at a time.

However, in the event that Prizle finds itself unable to pay the User's Donations to the Association he has selected, the User expressly mandates Prizle to choose another Beneficiary Association. Prizle commits to make its best efforts to choose an Association that shares equivalent values or defends

causes similar to those of the Association that has been selected by the User in his Profile.

#### 4.6. Reporting

The User has in his Profile a history of Donations that have been paid to Associations of his choice, through his online researches. He may also receive such a history by email. The User is invited to check the consistency of this history with the researches he has actually made and to contact the User Service if he finds an error. The details of the User Service are indicated in Article 13 of this document. The Donation in Personal Space will be displayed at the beginning of the month following the search. If the User finds that the Donation does not appear in his profile after a period of fifteen (15) working days from its payment, he is invited to contact the User Service.

#### 5. Modification of the TOS

The current version of the Terms is the one published on the Site.

The last modification date of the TOS is indicated at the beginning of this document.

#### 6. Blockage of the Profile

The Partner reserves the right to block the User's Profile in the following cases:

- Loss or misappropriation of Identification Data;
- Suspicion of the use of the Profile by a third party;
- Provision of inaccurate or incomplete information;
- Failure to maintain up-to-date Profile information;

In case of blocking of his Profile, the User is invited to contact the Customer Service at the coordinates indicated in article 13. In the absence of consensus between the User and Prizle, or if the User has not manifested to Prizle within one (1) month from the blocking, Prizle will terminate the T & C and proceed to the definitive closure of the Profile.

#### 7. Duration and Termination

The TOS are concluded for an indefinite period.

The user may terminate the Terms by sending an email to the User Service at support@prizle.com.

Prizle will confirm to the User the closure of his Profile by email.

Prizle reserves the right to terminate the TOS by any means, in case of:

- Failure of the User to his obligations listed in this document;
- Fraudulent, misappropriated or malicious use of the Services in particular ( creation of multiple accounts for the same person, establishment of automation systems, simulation of researches)
- Failure of the User to his obligations listed in this document;
- Legislative or regulatory development, or any decision of an administrative authority, substantially affecting Prizle's ability to provide the Services;
- Death of the User;
- Stop of his activity by Prizle;

Profile considered inactive. The User Profile is considered inactive if the User has not made researches on Prizle Search for thirty-six (36) months.

Termination of the TOS shall take effect upon receipt of the notification by the User. The User Profile will be immediately closed.

#### 8. Responsibility

Prizle's liability may be incurred only in the event of direct damage suffered by the User as a result of

Prizle's breach of its contractual obligations listed in this document. Prizle can not be held responsible for any indirect damage, such as loss of profit, loss of opportunity, commercial or financial prejudice.

Prizle is not liable in case of force majeure as defined by Article 1218 of the Civil Code and the French courts. In particular, the responsibility of Prizle can not be engaged in case of fire, flood, interruption of the supply of energy, raw materials or spare parts, computer virus, illegal intrusion in its information system, as well as in the event of total or partial strikes of any kind impeding the smooth running of the company.

The occurrence of a case of force majeure has the effect of suspending the performance of Prizle's contractual obligations.

To access Prizle Services, the User acknowledges that he must have internet access. The User is aware of the random nature of the reliability of the Internet network and telecommunications infrastructure. Prizle can not be held responsible in case of impossibility for the User to access the Site due to breakdowns or saturation of the Internet networks. The User is responsible for the electronic equipment that he uses to access the Site. It is his responsibility to protect his equipment against viruses or any attempt of intrusion.

The User accepts his responsibility towards Prizle in the event of unlawful use or fraudulent misuse of the Services.

#### **9. Availability of the Site and Services**

Prizle implements all necessary means to ensure the availability of the Site and access to the Services seven days a week and twenty-four hours a day. However, Prizle declines all responsibility in case of temporary inability to access the Site and Services, or to use Prizle Search, due to technical problems, breakdowns or malfunctions, regardless of their origin. The User is informed that the Site and Prizle Search may notably be inaccessible on an ad hoc basis for reasons of maintenance.

#### **10. Protection of personal data**

"Personal data" means any information relating to the User, as long as the data makes it possible to identify it, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or one or more specific elements specific to its physical, physiological, genetic, psychic, economic, cultural or social identity.

As part of this agreement, Prizle acts as Data Controller. Prizle commits to apply the applicable provisions relating to the protection of personal data of natural persons. It commits under the same conditions to enforce the provisions applicable to all of its subcontractors.

The collection of Personal Data is necessary for the conclusion of the TOS and provision of the Services. If the User refuses to provide the Personal Data required, the Establishment may refuse to finalize the registration process of an Internet User or terminate the TOS.

The User is informed that the Personal Data are processed for the purposes of the following purposes: subscription to Services, Profile management, provision of Services, statistical studies. The recipients of the Data collected are the technical teams and Prizle Customer Service.

Personal Data last for the duration of the contractual relationship. However, the Personal Data may be retained after the end of the termination of the contractual relationship in case of legal or

regulatory obligations imposing a specific retention period, or for reasons of proof and traceability of Donations.

Prizle only uses subcontractors who provide sufficient guarantees for the implementation of appropriate technical and organizational measures to protect the rights of the User. Prizle communicates on request the details of the subcontractors involved in the processing of Personal Data as well as the countries where these providers are established.

The User is informed that he has the following rights on his Personal Data: right of access, right of opposition and right of rectification.

To exercise his rights, the User must contact Prizle at the following coordinates [support@prizle.com](mailto:support@prizle.com). Prizle may require the User to provide a valid official identity document to confirm his identity.

### **11. Intellectual Property**

The trademarks, logos, signs and other content of the Site are protected by copyright within the meaning of Article L112-1 of the Code of Intellectual Property.

The User agrees to use the contents of the site in a strictly private setting. Any total or partial representation, copy, reproduction, distribution, sale, publication, exploitation of the Site without the express authorization of Prizle within the meaning of Article L. 122-4 of the Code of Intellectual Property is prohibited and would be constitutive of a counterfeit.

Use of the contents for commercial purposes is strictly forbidden without the prior consent of Prizle. The User may request an authorization by sending a request to the User Service at the address indicated in Article 13. Prizle reserves a period of twenty-one (21) days to respond. In the absence of a response from him, the User must consider his request as refused.

Registration at Prizle does not confer any rights of ownership on the content of the Site and does not constitute an assignment of intellectual property to its benefit within the meaning of the French Intellectual Property Code.

The Site integrates a database produced by Prizle and made available by him. The User is prohibited from proceeding to:

Extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the contents of the database to another medium, by any means and in any form whatsoever;

Reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the contents of the database, whatever its form;

Repeated extraction or reuse of the database contents when these operations clearly exceed normal database usage conditions.

### **12. Proof**

The information system of Prizle ensures the traceability of the use of the Services by the User (connection to the Profile, history of Donations paid, selection of the Beneficiary Association, redirection to the Platform of a partner, etc.).

In the event of a complaint relating to the use of the Services, the User accepts that the recordings made by Prizle's information system have probative value, unless otherwise stated.

### **13. User Service and Communications**

For any request for information on the functioning of the Site or the Services, the User is invited to

contact the Customer Service via the contact form available on the Site or at the following coordinates: support@prizle.com.

Prizle will respond as soon as possible to requests for information.

The User expressly agrees that, as part of the execution of this Agreement, Prizle communicates with him electronically, in particular via his Profile or by means of the email address entered during the registration of the User.

The language of these Terms is English.

#### **14. Complaints**

For any complaint, the User can contact the User Service by sending an email to the following address: support@prizle.com. The claim must only concern Prizle Services.

#### **15. Independence of stipulations**

The invalidity or invalidity of one of the stipulations of these TOS does not affect the validity of the other stipulations.

#### **16. Applicable law and jurisdiction**

These TOS are subject to French law. In case of dispute, only the French courts will be competent.