

GENERAL TERMS OF USE – (ENGLISH) COLIBRI DISCUSSION PLATFORM

The company COLIBRI, an SAS (simplified form of corporation) with a share capital of €140,698, registered with the Trade and Companies Registry of Paris under n°752 979 930, whose registered office is located at 52 rue Bayen, 75017 Paris, and which owns several internet sites in France and in Europe, is the editor of the “**ManoMano.co.uk site**” (hereinafter the “**Site**”).

These General Terms of Use (hereinafter the “**General Terms**”) are intended for any User and their purpose is to set forth the terms of use of the Discussion Platform which is made available to the Manodvisors by Colibri, in order to enable them to reply to questions from Internet Users and to be remunerated for doing so.

The Publishing Director is: Mr Christian Raisson.

The Site is hosted by [Amazon Web Services LLC](#): P.O. Box 81226 - Seattle, WA 98108-1226, USA.

The purpose of the General Terms is to define the terms on which Colibri makes the Discussion Platform available to the Manodvisors, and those on which the Manodvisors undertake to use this Platform.

1. Definitions

For the interpretation and enforcement hereof, the following terms shall have the meaning set forth below:

Discussions: means the exchanges of electronic correspondence which a Manodvisor may have, through the Discussion Platform, at the prior request of the Internet User, within the conditions and limitations of these General Terms;

Identifiers: means the login ID and/or password sent by Colibri to the Manodvisor and which enables it to use the Platform;

Manodvisor: means (i) any natural person who participates on the Site for the purpose of replying to the Internet Users, and who must have the legal status of a sole trader or any equivalent status which enables him/her to exercise the activity in compliance with the law of the country in which he/she is established; or (ii) any legal entity, such as a limited company or limited liability partnership (and, in such event, the Manodvisor shall act as agent of the said legal entity);

Internet User: means the visitors to the Digital Media who request a Discussion through the Discussion Platform;

Users: means together the Manodvisors and the Internet Users;

Discussion Platform: means the online Discussion space made available to the Manodvisor, where the Manodvisor may be contacted directly by the Internet Users;

Chat room: means the space for discussion purposes made available on the Site to

Internet Users in order to contact the Manodvisors;

Community: means all the Manodvisors who are chosen to participate on the Discussion Platform;

Technical Tests: means the tests drawn up by Colibri in order to select the Manodvisors who may participate on the Discussion Platform;

Party (ies): means any of the parties whatsoever, namely the Manodvisor and Colibri;

Remuneration of the Manodvisor: means the Remuneration received by the Manodvisor for the Discussion and billed by Colibri in the name and on behalf of the Manodvisor;

Digital Medium: means any digital interface which permits communication between the Manodvisors and the Internet Users, including, in particular, but not exclusively an internet site, a mobile application, a "Facebook" page or a "Twitter" account;

Quality Complaint: means a message sent by Colibri to the Manodvisor in the event of recurring dissatisfaction on the part of the Internet Users regarding the advice given by the Manodvisor.

2. Acceptance and amendment of the General Terms

2.1 Application to adhere – Acceptance of the General Terms

Any natural/legal person who wishes to become a Manodvisor, and thus share its experience and/or skills through Discussions, who is chosen by Colibri on the conditions set forth in Clause 3 below, must complete the electronic adherence form provided by Colibri and guarantee the accuracy, truth and complete nature of the contents of that form, and must then accept the General Terms.

It is necessary for the Manodvisors to accept these General Terms in order to obtain access to the Discussion Platform, the full functionalities of which will only be open, once its profile has been approved on the conditions set forth in Clause 3.

These General Terms and any documents referred to in it, shall constitute the whole agreement between Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into these General Terms, it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these General Terms or not) relating to the subject matter of these General Terms, other than as expressly set out in these General Terms.

In the event of a breach by any of the Manodvisors of its obligations pursuant to the General Terms with regard to Colibri and the Internet Users, Colibri reserves the right to suspend its access to all or part of the Discussion Platform on a temporary or permanent basis, and the Manodvisor will not in such circumstance be able to claim any compensation.

2.2 Amendments to the General Terms

Colibri reserves the right to propose an amendment to these General Terms to the Manodvisor, as a result in particular of a technical development to the Discussion Platform. Any User which intends to object to the amendment of the General Terms may notify

Colibri accordingly within 14 days of notification of the proposed amendment, after which date, such User will be deemed to have accepted the amended General Terms by continuing to use the services.

3. Terms of selection of the Manodvisors

3.1 Account set-up - Adherence

Once the electronic adherence form has been completed, the Manodvisor shall obtain confirmation of its preliminary adherence to the Community, by email sent to the address which it has provided.

Its adherence as a Manodvisor and its integration into the Community shall only become final once the following conditions are satisfied:

- The Manodvisor has provided the supporting documents listed below via the Discussion Platform
- The Manodvisor has satisfied the Technical Tests required during the registration process, in one of the areas of expertise proposed by Colibri. These tests may, in particular, include multiple choice questions and open questions which are designed to assess the Manodvisor's technical abilities and writing skills
- The Manodvisor has followed the training set up by Colibri. This training shall include, in particular, a presentation of the Colibri - ManoMano company (activity, business issues, the contextualisation of the launch of a community and its challenges, etc.) and training in the tools and processes which are required for its collaboration with Colibri.

3.1.1 Supporting documents to be provided

(i) Natural person

A natural person must provide Colibri with the following information and documents via the Discussion Platform, in order to validate his/her registration:

1. A copy of valid proof of identity;
2. Evidence of his/her registration at the trade and companies registry as a sole trader and of his/her registration number;
3. Valid bank account details (IBAN, sort code and account number);
4. If he/she is subject to VAT, his/her VAT number.

(ii) Legal entity

A legal entity must, with effect from the creation of its account, provide Colibri with the following information and documents, in order to obtain access to the Discussion Platform:

1. Copy of Certificate of incorporation for a company or last Annual Confirmation Statement, whichever is the more recent.
2. A copy of a valid form of identification for the legal entity's representative
3. Valid bank account details (IBAN, sort code and account number)
4. The company's VAT number (if applicable)

The legal entity and, in particular, each of its agents who act under the authority of that legal entity, and for whom the legal entity provides a guarantee, are deemed to be

Manodvisors.

Each employee or agent of the legal entity shall set up a separate account and shall be approved by Colibri, in accordance with the criteria defined above in Clause 3.1, in order to be able to participate on the Discussion Platform.

These agents shall all then be deemed to be Manodvisors, who are linked to the legal entity, and may have Discussions using their own specific Identifiers. However, the Remuneration of the Manodvisors will be allocated to the legal person.

(iii) Accuracy of the information provided

The Manodvisor bears sole liability for the accuracy of the information provided to Colibri, including in particular with regard to the status pursuant to which it intends to carry out the activity on the Site.

Colibri can at no time be held liable for any consequences which might arise as a result of the Manodvisor providing erroneous information.

(iv) Updating the Manodvisor's information and documents

The Manodvisor is obliged to update, in a timely manner, the data and documents relating to it, including in particular its identification, via the Discussion Platform, by following the Discussion Platform procedures, and to reply, promptly, to any request for communication of the said documents and/or of any information or document which is required for the performance of these General Terms. In the event of a failure to provide any of the documents and information requested within the necessary time limits and/or if the data and/or documents provided should prove to be incomplete or inaccurate, the Manodvisor's access to the Discussion Platform may be suspended until the Manodvisor satisfies its obligations.

In the event of a change in status, or in its liability to pay VAT, the Manodvisor undertakes to notify Colibri accordingly, without delay, via the Platform.

3.2 Access to the Discussion Platform

3.2.1 Prerequisite

In order to be able to access the Discussion Platform, the Manodvisor must first have a compatible Terminal (with at least IOS X, Android X, Windows X or Mac OS X) in good working order.

The Manodvisor has sole liability for the equipment which it uses.

3.2.2 Identifiers

When it sets up its account, which allows it to access the Discussion Platform, Colibri shall send the Manodvisor its Identifiers.

The Manodvisor agrees only to use the Discussion Platform with its own Identifiers and acknowledges that all acts relating to the Discussion Platform which are carried out using the said Identifiers shall be automatically deemed to have been carried out by the Manodvisor, or at the very least under its control.

The Manodvisor agrees to keep its Identifiers confidential and not to disclose them to any third party.

The Manodvisor shall be responsible, in the event of an oversight, loss, theft or any fraudulent act with regard to the Identifiers, for notifying Colibri accordingly, without delay, by sending an mail to the following email address: manodvisoruk@manomano.com or by telephoning the helpdesk which is available via the Discussion Platform and providing proof of its identity by any means.

As soon as possible after receipt of this notification which has been duly proved, Colibri shall examine the request and may, as a measure of security, suspend access to the Discussion Platform using the Manodvisor's Identifiers. Colibri shall handle the Manodvisor's request promptly and shall send it new Identifiers by return, by any means.

4. Community

After having been selected by Colibri, each Manodvisor shall integrate into the Community, which shall provide it with access to an integration process and assistance from Colibri.

The Manodvisor may approach the contact person appointed at Colibri.

5. Performance of the contract

5.1 Independence - Non-exclusive nature

5.1.1 No paid employment

The Parties acknowledge that nothing in these General Terms shall render the Manodvisor an employee of Colibri and the Manodvisor will not hold itself out as such.

The Manodvisor has complete autonomy in the management and organisation of its activity, in compliance with these General Terms, which shall exclude any interference by Colibri in this regard.

The Manodvisor is not under any obligation to use the Discussion Platform.

The Manodvisor has full and complete freedom to carry out another activity in addition to that of Manodvisor, subject to the specific provisions of these General Terms.

This independence shall have the following consequences, in particular, for the Manodvisor:

- the right to have Discussions on its own behalf or on behalf of third parties, for its sole benefit or for the benefit of third parties, as often and as broadly as it shall decide, at its sole discretion and subject to its sole responsibility;
- the freedom with which it can carry out the Discussions which are entrusted to it through the Discussion Platform. The Manodvisor is, in particular, free to decide upon the times when it will be available or unavailable for Discussions which it shall indicate on the Discussion Platform. If it selects "Available" status, it undertakes to reply to the Discussions commenced by the Users. If, however, it does not have the knowledge to provide a response to the question raised, it may inform the Internet User accordingly;
- the freedom to choose its compatible Terminal;
- it shall retain control over the manner in which the Discussion develops, including in

particular the right, of its own free will, to decide whether or not to propose a product to the Internet User.

5.1.2 Status of the Manodvisors

The Manodvisors carry out the activity under the status of a sole trader, or through a company which is duly registered with Companies House in the UK or other equivalent registry in the relevant territory. The Manodvisors carry out their activity on the Site with complete autonomy and are not subject to any constraint with regard to the performance of their role.

The Manodvisors have sole liability for compliance with the applicable legal provisions in the country where they carry out their activity, concerning the terms of performance of their role as Manodvisor.

They undertake for such purpose to declare their activity and income to the proper tax and regulatory authorities.

5.1.3 No Partnership

Nothing in these General Terms is intended to or shall operate to create a partnership between the Parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

5.2 No relationship of subordination - Availability

The Manodvisor is free to organise, at its discretion, the times when it is available on the Discussion Platform to have Discussions, in accordance, in particular, with the frequency and intensity which it wishes.

The Manodvisor is free to choose the times which it wishes to devote to the Discussions and is not subject to any instruction from Colibri, whose only involvement is to advise the Manodvisor, at its request, and to ensure that the discussion service between the Manodvisors and the Internet Users operates smoothly on the Discussion Platform.

In order to be able to have Discussions, the Manodvisor shall comply with the following procedure:

- It shall use the Discussion Platform from its Terminal and shall login using its Identifiers;
- It shall indicate that it is available by pressing the button provided for such purpose on the Discussion Platform. The Manodvisor shall not, however, switch between "available" and "unavailable" statuses whilst a Discussion is on-going.

6. Term – termination

Access to the Discussion Platform is granted with effect from Colibri's validation of the Manodvisor's registration on the Discussion Platform.

The adherence is entered into for an indefinite period which may be terminated by the Manodvisor, at any time, by unsubscribing directly from the Discussion Platform, or by Colibri, including in particular:

1. in the event of a breach of the General Terms by the Manodvisor;
2. if the Manodvisor no longer satisfies the conditions for admission to the Community, as described in Clause 3 above;
3. in the event of an attempt to bypass the Site for billing purposes, of payment fraud, attempted fraud or any other criminal offence;
4. following an initial Quality Complaint received by the Manodvisor, which has not resulted in the quality of service being restored.

If Colibri unsubscribes a Manodvisor, this will not give rise to any form of compensation or damages and interest for the benefit of the Manodvisor.

7. The holding of Discussions

The Manodvisor shall have control over the Discussions with the Internet Users, provided that it relates to the Digital Medium, and comes within its obligations as set forth below, and, in general, these General Terms.

The Manodvisor shall be liable for its advice and information given to the Internet Users. It undertakes to provide reliable information concerning, in particular, the availability of products, their terms of use, their price, terms of delivery and, in general, the terms of use of the Site. It shall indemnify Colibri for any losses, damages and costs which may arise as a consequence of any inaccurate information given by the Manodvisor.

The Manodvisor undertakes to have discussions with the Internet Users in the English language, unless the Internet User expressly asks to speak in a foreign language.

The Manodvisor shall have the discretion to “block” an Internet User who uses a Discussion to display threatening or abusive behaviour or otherwise behaves in an illegal or inappropriate manner towards the Manodvisor, or who intends to have a Discussion which does not relate to the Digital Medium, thus preventing the Internet User, if such a block is activated, from being put into contact with the Community. Consequently, the Manodvisor undertakes to use this function in a measured manner and not to make excessive use of it.

The Manodvisor may send an Internet User:

- a link to a range of products offered for sale on the Manomano platform, to the exclusion of any other competing offer
- a link which may be useful for the Internet User (including, in particular, tutorials, video supports etc)

8. Rating and Performance

The Manodvisor is informed that the Discussion Platform allows the Internet Users, at the end of each Discussion, to complete a satisfaction questionnaire concerning the quality of the Discussion. The Internet Users may, if applicable, report in that questionnaire any inappropriate conduct by the Manodvisor which they have experienced.

The Site puts in place a rating and comments system which enables the Internet User, at the end of the Discussion, to rate the advice received by the Manodvisor. Based on this rating by the Internet Users, and in order to guarantee the quality of service, Colibri may send the Manodvisor a Quality Complaint, and the Manodvisor shall without fail restore a high level of service forthwith.

The Manodvisor takes formal note of, and expressly accepts, this rating system, which shall appear on its profile.

The Manodvisor is directly notified of the rating awarded by the Internet User at the end of a Discussion.

Recurring negative opinions may result in an exclusion from the Platform. Colibri may have access to the Discussions at any time and may, if applicable, inform the Manodvisor of any observations which may help improve future Discussions with the Internet Users and may take any necessary measures with regard to the Manodvisor, if applicable, including where the Manodvisor's conduct has not given rise to a report by the Internet User.

9. Remuneration of the Manodvisor

The Manodvisor is remunerated by Colibri in the form of variable and/or fixed remuneration, which may then be modified by Colibri.

The variable remuneration is calculated in accordance with a percentage of the sales generated, after advice provided by a Manodvisor. The Manodvisor will be informed of the applicable percentage at the time of its integration into the Community. If several Manodvisors are contacted by the purchaser, the commission will be split between those Manodvisors who were contacted.

The Manodvisor shall receive, as often as agreed with Colibri:

- payment of the Manodvisor's Remuneration
- a summary of the number of Discussions held
- a summary of the number of sales made, together with their date of completion.

The Manodvisor's commission shall take account of the sales made since the issue of the last invoice (and, for the first payment, since the date when the account was set up, which enabled it to access the Discussion Platform).

The number of sales made can only be entered in the accounts by Colibri, if the Internet User:

- has registered with its client account
- or makes the sale with the same Digital Medium as that used during the Discussion with the Manodvisor
- or has provided its email address on the Discussion Platform.

Colibri can in no event be held liable for any error in the information provided by the Internet User, which prevents the sale from being entered in the accounts.

The remuneration is allocated to the last Manodvisor who advised the Internet User for the purposes of a sale.

10. Billing authorisation

The Manodvisor, as principal, wishes to entrust to Colibri, as agent, in compliance with the applicable fiscal and tax rules, the task of preparing and issuing its invoices.

10.1 Purpose of the billing authorisation

The Manodvisor expressly authorises Colibri, which accepts, to draw up in its name and on its behalf original invoices (both initial and/or amended) relating to the Discussions held

with the Internet Users.

The invoices drawn up pursuant to this authorisation shall be issued in electronic form.

10.2 Term of the billing authorisation

This billing authorisation, which shall take effect as from acceptance of these General Terms, is entered into for an indefinite period.

It may be terminated at any time by the principal and the agent, for no specific reason, by registered letter sent by recorded delivery.

The termination shall take effect as from receipt of the said registered letter on the date stated in that letter.

10.3 Obligations of the agent

The agent (Colibri) agrees to draw up the invoices for the Manodvisor's Discussions, in accordance with the information provided by the principal (the Manodvisor), in the name and on behalf of the principal.

The agent agrees that the original invoices, which are issued by it in the name and on behalf of the principal, shall be in the same form as if they had been issued by the principal itself, in particular with regard to the mandatory wording provided for in the applicable tax regulations.

The agent also agrees that the original invoices issued by it shall contain the wording "Invoice drawn up by [Colibri] in the name and on behalf of [name of the Manodvisor]".

Finally, Colibri agrees to send Manodvisor a report published by Colibri which shall state in particular:

- The number of the Manodvisor's Discussions/sales which have been billed and the corresponding invoices issued by Colibri,
- The total amount of the sums corresponding to the Manodvisor's Discussions/sales.

10.4 Obligations of the principal

The Manodvisor shall retain full responsibility for its legal and tax obligations concerning billing, with regard to the original invoices issued in its name and on its behalf by the agent pursuant hereto, in particular with regard to its VAT obligations.

As part of the performance of its services as an intermediary, Colibri cannot incur liability for any breaches of the Manodvisor's tax obligations, it being noted that Colibri cannot be held to be jointly and severally liable to pay the VAT and any penalties or fines owed by the Manodvisor.

More specifically, the Manodvisor shall retain full and complete responsibility, if applicable, for the wording relating to its status as a beneficiary of the VAT exemption. In this regard, it expressly undertakes to:

- Declare to the tax authorities, at the time it is declared to be eligible, the input VAT, if any, in respect of the Discussions held with the Internet Users and billed to Colibri,
- Pay to HMRC (or such other taxing authority) the VAT noted in the invoices issued

by the agent pursuant hereto, if any,

- Keep a duplicate of the invoice as drawn up by the agent,
- Promptly request a duplicate of the invoice, if it has not been provided with one by the agent,
- Notify the agent promptly in writing of any amendment to be made:
 - To the VAT scheme which applies to it
 - Concerning the mandatory wording included in the invoices (e.g. change of address, company form...),
- Inform the tax authorities that Colibri has been authorised to issue invoices and to perform its billing obligations, including in particular with regard to the contents of the invoice, and its consequences with regard to VAT.

10.5 Dispute concerning the invoices issued on the principal's behalf

The invoices issued pursuant hereto do not need to be formally authenticated by the principal. The Manodvisor shall have a period of fifteen (15) days, with effect from its issue date, to challenge the contents of the invoice issued in its name and on its behalf by Colibri. If no challenge is made within this time limit, the Manodvisor will be deemed to have accepted the invoice issued in its name and on its behalf.

11. Access and availability of the Discussion Platform

The Discussion Platform is freely and exclusively accessible online.

Colibri shall endeavour to make the Discussion Platform available 24/7, apart from any maintenance works to the said Discussion Platform.

Colibri reserves the right to modify or suspend, at any time and on a temporary basis, all or part of the Discussion Platform without prior notice to the Users and without any right to compensation.

Colibri shall endeavour to put an Internet User who is present on a Digital Medium into contact with an available Manodvisor. However, Colibri cannot guarantee:

- the presence of Internet Users during the times when the Manodvisor consults the Discussion Platform;
- access to and the availability of the Digital Medium to which each Specific Community is connected and on which the Discussions are held.

The Discussions may be allocated to different Manodvisors, in accordance with an algorithm which takes into account inter alia their ratings obtained from the Internet Users, their availability and areas of expertise.

12. Warranties – Liability – Force Majeure

12.1 Warranties from the Manodvisor

12.1.1 Warranties from the Manodvisor, in particular during the Discussions

The Manodvisor warrants that it has good knowledge of the products and/or services marketed on the Site, at the very least in its area of activity as operated on the Digital Medium, when it applies to join the Community and, accordingly, that it is able to provide reliable responses to the questions raised by the Internet Users during Discussions. The Manodvisor has sole liability for the use it makes of the Discussion Platform. The Manodvisor undertakes not to say/write anything inappropriate to the other Manodvisors and/or to Colibri and/or the Internet Users (such as offensive or disrespectful comments, insults, threats, racist, xenophobic or defamatory remarks...).

Anything which is said or written which may give rise to a criminal sanction is expressly prohibited. The Manodvisor agrees not to ask the Internet Users for sensitive information relating to them, such as personal information regarding their private life, their bank account details, their login ID and password, etc.

The Manodvisor undertakes never to intentionally mislead an Internet User by providing it with false or vague information. The Manodvisor undertakes not to cause an Internet User to believe that it is non-human and shall, in particular, refrain from misusing the possibility of sending a pre-formulated response.

The Manodvisor undertakes not to say or write anything incoherent during its Discussions and/or have any other attitude which might have a disparaging impact on Colibri and/or the Discussion Platform. If a Discussion relates to a subject which has no relation to the Digital Medium and/or its contents and/or its purpose, Manodvisor is advised to terminate the said Discussion in a sensitive manner, in order to enable it to commence a new Discussion.

In general, the Manodvisor undertakes never to harm the Internet Users, and/or the other Manodvisors and/or Colibri, in any manner whatsoever, and agrees in particular for such purpose not to send any harmful files (such as files containing a computer virus etc) through the Discussion Platform.

By accessing the Discussion Platform, the Manodvisor represents, warrants and agrees not to access and/or use the Discussion Platform for the purpose of prospecting and/or communicating in any form whatsoever to the Internet Users and/or the other Manodvisors concerning a competitor of Colibri or of the retailers which distribute their products on the Site;

12.1.2 Warranties from the Manodvisor, in particular during use of the Discussion Platform

In the event of a breach of any of these obligations, without limitation, the Manodvisor acknowledges and accepts that Colibri shall have the right, on a unilateral basis and without service of prior notice, to refuse the Manodvisor access to all or part of the Discussion Platform.

The Manodvisor undertakes to comply strictly with the applicable laws and regulations which are in force.

The Manodvisor shall inform Colibri if it does not satisfy one or more of the conditions for holding Discussions, including in particular in the event of the suspension/revocation of at least one of the documents referred to in these General Terms, within a period of twenty-four (24) hours from the occurrence of the event via the email address

manodvisoruk@manomano.com.

Colibri then reserves the right to suspend the Manodvisor's access to the Discussion Platform until it has rectified the situation.

The Manodvisor undertakes, in general, to comply with the laws and regulations which are in force in England and Wales, including, with regard to legal entities, employment legislation (e.g. compliance with the maximum working hours of its employees) and, in particular, to submit all returns (e.g. tax or social security returns) which are required of it with regard to its activity as a Manodvisor, although the submission or lack of any such returns cannot be attributed to Colibri.

The Manodvisor agrees to take all possible precautions so that he or she is in the best possible condition, both physical and psychological, once his or her status is marked as "available".

The Manodvisor agrees to notify Colibri of any difficulty or incident, which has occurred in connection with the holding of a Discussion, promptly after occurrence of the same, and to report it/them in the dedicated space on the Discussion Platform.

In light of the above, the Manodvisor acknowledges that it has sole liability, at any given time, for its acts or omissions with regard to the Internet Users and any third parties.

Any suspension, termination or removal of the Discussion Platform, which is caused exclusively by the fault of the Manodvisor, including in particular in the event of improper conduct by the Manodvisor with regard to an Internet User or of a breach by the Manodvisor of its duty of confidentiality as set forth in these General Terms and/or in any other circumstance provided for in these General Terms, shall not result in any compensation for the benefit of the Manodvisor.

12.1.3 Manodvisor's liability

The Manodvisor may incur liability in the event of a breach of these General Terms, including in particular in the event of anything written by it during a Discussion, which may harm Colibri and/or the Internet User and/or any third party, including if what it has written is considered by a court of law as defamation or slander.

12.2 Limitation of Colibri's liability

Colibri accepts an obligation of due care and is only liable in the event of an established breach of its obligations under these General Terms.

12.2.1 Limitation of Colibri's liability regarding the Discussion Platform

In any event, Colibri shall not be liable:

- in the event of force majeure;
- in the event that the Discussion Platform is used by an Internet User or a Manodvisor on terms which do not comply with these General Terms;
- in the event that the Digital Medium is used by an Internet User on terms which do not comply with the general terms which apply to that Digital Medium and/or on

terms which may impact the operation and/or access to the Discussion Platform;

- within the limits of the applicable legislation, for any indirect damage, including in particular loss of profit, margin, data or, in general, any other loss of intangible property, damage to image or reputation, even if Colibri was informed of the possibility of such damage, which may occur (i) as a result of the use of the Discussion Platform or the fact that it is impossible to use the Discussion Platform (ii) following access to the Discussion Platform by a Manodvisor and/or an unauthorised Internet User. Colibri cannot be held liable for any malfunction of any type whatsoever relating to the User's terminal or its internet connection, at the time of access to the Discussion Platform. More specifically, Colibri cannot guarantee use of the Discussion Platform in the event of any problems concerning the speed of access to the Discussion Platform and/or the buffering speed of the User's Terminal. The User is invited to check on a regular basis that it has the latest version of the Discussion Platform and that it has indeed downloaded the correct version for its Terminal. Colibri can in no event be liable, if the User has downloaded the wrong version of the Discussion Platform or a version which is incompatible with its terminal, or indeed if it fails to comply with the Apple App Store's own rules or those of Google's Play Store.

12.2.2 Limitation of Colibri's liability with regard to the acts of the Manodvisors

The Manodvisor shall bear sole liability for any breaches and/or infringements of the regulations which apply to it and of these General Terms, with regard both to Colibri and the Internet User, together with any damages which might result from such breaches and/or infringements.

Consequently, the Manodvisor agrees to assume sole responsibility and, therefore, to hold Colibri and/or the Internet User and/or a third party harmless in respect of any claims, complaints, actions and suits of any type which may arise from such a breach or infringement including in particular in relation to i) the use of the Discussion Platform by the Manodvisor, ii) the relations maintained between the Manodvisor and an Internet User, and iii) the relations maintained between the Manodvisor and the Brand.

The Manodvisor shall hold Colibri and/or the Internet User and/or the third parties harmless in respect of any direct and indirect damage resulting from such breaches and/or infringements.

Consequently, the Manodvisor irrevocably waives the right to hold Colibri liable in relation to the Discussions, to the exclusion of any independent action concerning a failure by Colibri in the Discussion Platform, and to bring any action solely against the Internet User. If the Manodvisor nonetheless brings legal proceedings against Colibri, it undertakes to indemnify it and hold it harmless in respect of any court order, including costs (Lawyers' costs, bailiff fees, etc.) which it has to incur in order to ensure its defence.

12.3 Force majeure

The liability of a Party may not be claimed, if the performance of one of its obligations is prevented or delayed as a result of an event beyond the control of either Party (**force majeure**), including in particular acts of God, fire, flood, natural disaster, terrorist incident, strikes, lockouts, or a malfunction of, or interruption to, the telecommunications network or the electrical network.

The Party which is prevented from performing its obligations pursuant to these General Terms shall notify the other Parties forthwith by any means, and shall also notify them of the termination of the circumstances of force majeure. Any suspension of the performance of these General Terms pursuant to this Clause will be strictly limited to the period during which the circumstances of force majeure have had an effect, it being noted that if this period exceeds six (6) months, these General Terms may be terminated without any notice or payment of any compensation.

13. Intellectual property

13.1 Colibri's copyright in the Discussion Platform

Colibri owns the intellectual property rights both to the general structure of the Discussion Platform and to its contents (text, slogans, graphics, images, videos, photos and other content). The User shall not make any unauthorised use of the Discussion Platform or any of its contents in breach of Colibri's intellectual property rights.

No representation, reproduction, modification, distortion and/or use of the Discussion Platform, whether in whole or in part and by means of any process or on any medium whatsoever, shall be permitted without Colibri's express, prior consent.

Colibri intends to disclose the Discussion Platform, in order to enable it to be accessed on the Internet, or on any other peripheral device, including:

- from a computer or equivalent terminal which has access to one or more telecommunications networks which provide internet access and internet browser software (such as Internet Explorer, Mozilla Firefox, etc.); and/or
- a telephone terminal such as a smartphone which has access to a telecommunications network which provides internet access.

Any other use of the Discussion Platform is automatically deemed to be restricted to Colibri and shall constitute an infringement of its right of disclosure on the Discussion Platform.

With regard to the rights granted above, the Discussion Platform may be used in accordance with its exclusive intended purpose, namely in accordance with these General Terms.

The Manodvisor acknowledges and accepts that the access to the Discussion Platform provided to it by Colibri cannot entail any assignment or concession of the intellectual property rights (including, in particular, any copyright) or other rights for the benefit of the User.

The Manodvisor may in no event, without Colibri's prior, written consent i) combine the Discussion Platform with any other work, including in particular any software, ii) make it available, by any means, to a third party, or iii) rent or transfer all or part of the Discussion Platform to a third party, including the companies and entities of the group to which it belongs and the Manodvisor agrees not to make any other use of it other than that granted by these General Terms.

The Manodvisor expressly agrees, in particular, not, whether directly or indirectly, including through any third party or by any means, to (or attempt to), without limitation, modify, correct, adapt, translate, arrange, circulate, transfer, distribute, decompile or save a

copy, other than in accordance with the conditions set forth in these General Terms, grant a loan, lease, assignment or any other type of possession by any means whatsoever including via the internet, to distribute or market the Discussion Platform, whether free of charge or for consideration etc. and, in general, to alter it in any manner whatsoever, including the copyright wording.

13.2 Assignment of the Manodvisors' copyright in respect of the contents of the Discussions

The Manodvisor hereby authorises Colibri to use the contents of the Discussions in order to make them available to other Internet Users, in order to enrich the product files presented on the Site or for any other purposes.

13.3 Trade marks

The trade marks, logos, company names, acronyms, trade names, brands and/or domain name of Colibri and/or of its commercial partners referred to on the Discussion Platform, constitute registered or unregistered trade marks which cannot be used without the express, prior consent of the trade mark holder.

14. Personal Data of the Manodvisor

Colibri undertakes to respect the privacy of the Manodvisors and agrees to comply with Regulation (EU)2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (**GDPR**) and the Data Protection Act 2018 (together, the **Privacy Laws**).

According to the Privacy Lawsthe Manodvisor has, at any given time, the right to:

- **object** to the processing of its personal data in connection with the Discussion Platform provided by Colibri;
- **object** to the disclosure to third parties of personal data concerning it;
- **have access** to all its personal data which was processed in connection with the Discussion Platform provided by Colibri;
- **rectify, update and delete** its personal data which was processed in connection with the Discussion Platform provided by Colibri.

15. Confidentiality

Each of the Parties agrees to keep strictly confidential and not to disclose, whether directly or indirectly, to any person whatsoever, all or part of the confidential information, irrespective of its medium, which is disclosed to it by another Party and which it becomes aware of at the time of performance of these General Terms, hereinafter the "**Confidential Information**". The Confidential Information shall include in particular the following:

- The pages visited by the Internet Users during their Discussions;
- The Manodvisor's links used by the Internet Users;

- The contents of the purchases made by the Internet User;
- The contents of the Discussions.

Each of the Parties shall take any necessary steps and, in particular, shall make this duty of confidentiality binding upon its employees, workers, agents and service providers. This duty of confidentiality shall not, however, apply to Confidential Information which has come into the public domain at the time it is received, nor to Confidential Information which is already in the possession of one of the Parties before its receipt, nor if one of the Parties authorises the other Party in writing to circulate the Confidential Information. If disclosure of the Confidential Information is required by law or by a legal or regulatory body, the Party which is obliged to make the disclosure shall, insofar as possible, promptly inform the other Party accordingly in writing and shall provide the other Party with its assistance, if so requested, in order to obtain any necessary protective measures. This confidentiality undertaking will apply throughout the whole term hereof and shall continue to apply for a period of five (5) years after the termination hereof for any reason whatsoever.

16. Suspension – Termination

Each of the Parties may terminate these General Terms at any time, without the need for any legal formalities, by means of a procedure which can be accessed from the Discussion Platform and which shall terminate such access.

Unless provided otherwise, in the event of a failure by either Party to perform its obligations and if such Party fails to remedy such failure, the other Party may terminate these General Terms by serving of formal notice of 15 (fifteen) clear days, after which termination shall automatically take effect

In such event, the agreement will be terminated, without prejudice to any damages and interest which might be claimed from the defaulting Party and such Party may not claim any refund or compensation for the loss which it or any third party has suffered.

If the Discussion Platform is used in breach of these General Terms, the User shall be deemed to be in breach of its contractual obligations which shall authorise Colibri, at its discretion, to: i) suspend access to the Community and/or Discussion Platform until full compliance by the User with its obligations and/or ii) put the User on formal notice to comply with its obligations and/or iii) automatically terminate these General Terms, without prejudice to any damages and interest for any direct and/or indirect damage which might be claimed by Colibri and/or the Brand.

17. Evidence

The Parties acknowledge and agree that the electronic contract, stated herein, including the exchanges through the intermediary of the Discussion Platform or by email constitute original documents between the Parties and can be relied upon as proof, unless written evidence is adduced to the contrary.

The time of receipt or issue, together with the quality of the data received, as contained on the Discussion Platform or as authenticated by Colibri's computerised procedures shall be relied upon in priority as evidence, unless the User adduces written proof to the contrary. The evidential effect of information delivered by the Discussion Platform is the same as that granted to an original, in the sense of a written, paper document, signed by hand.

18. Transfer of the General Terms

Colibri may assign these General Terms, together with all the associated rights and obligations, to any third parties, without the User's prior, written consent, including in particular in the event of a merger by means of the creation of a new company, a takeover, demerger or any change of control which affects Colibri. The User represents that it hereby accepts any change of control to the person of Colibri and recognises any successor of Colibri as its contracting partner.

The Manodvisor agrees not to assign or transfer, in any manner whatsoever (including in the form of a sale or lease management of its business concern, a contribution to a company or a share sale or change of control) the rights and obligations attached to the General Terms, without Colibri's prior, written consent, concerning the Discussion Platform and the Brand with regard to its participation in its Specific Community. Failing which, Colibri and/or the Brand would be entitled to terminate the Manodvisor's access to the Discussion Platform and/or the Specific Community, without prejudice to any damages and interest which Colibri and/or the Brand might also be entitled to claim as a result.

19. Miscellaneous

19.1 Entire agreement

These General Terms, including the appendices hereto, constitute the entire agreement between the Manodvisor and Colibri relating to the subject matter hereof and supersede any other agreement or contract whatsoever, whether written or oral, concerning the subject matter of these General Terms, which might have been reached between the Parties prior to the date of adherence to these General Terms.

19.2 Severability

If one or more of the provisions of these General Terms is held or found to be illegal, unenforceable or void pursuant to a law, regulation or final court decision, such provision(s) shall be deleted and this shall not result in the nullity of the whole of the General Terms, the other provisions of which shall remain in full force, provided that the legal balance and/or economy of these General Terms is not seriously altered. In any event, the Parties agree to take all steps which are required by good faith, in order to remedy the said illegality, unenforceability or invalidity, while preserving the balance of these General Terms.

19.3 Partial nullity

If one or more of the provisions of these General Terms is deemed or held to be null or void pursuant to a law or regulation or a final and binding decision of a court which has jurisdiction, the other provisions shall continue to have full force and effect and shall be fully enforceable, unless the void provision is material and its disappearance would compromise the balance of the contract.

19.4 Headings

In the event of any interpretation problems involving one of the clause headings of these General Terms and one of the clauses, the headings shall be declared not to exist.

20. Choice of law and jurisdiction

These General Terms are governed by English law.

Any dispute relating to the execution, performance, interpretation or termination of these General Terms which cannot be resolved by the Parties within a period of 30 days from its occurrence, shall be submitted to the exclusive jurisdiction of the English courts.

Surname and first name of the Manodvisor:

Date of execution:

Signature: