



# Terms of use

## 1. Definitions

Verified-Reviews : Net Reviews SAS, a public limited company registered with the RCS Marseille under number 750 882 375, is a provider of an IT solution to collect reviews on the quality of the Ecommerce Service provided by etailers.

Product Review : rating, comment and evaluation given by a Customer on the quality of a product purchased on an e-Commerce website

Site Review : rating, comment and evaluation given by a Customer on the quality of service provided by an e-tailer

Back Office : Web interface that provides clients with access to the various tools developed by Verified-Reviews to provide the Service (including receiving Customer reviews, responding to feedback and access to statistics). The Client must log-in to the "Client Area" account created during registration, by means of a username (URL of the Client's website) and a freely-chosen password.

Users' Database : personal data and information concerning users who have placed an order on an e-commerce site. This information, needed by the site to provide the e-commerce service and communicate commercial information to Customers, is collected during the provision of the Service.

Adwords Campaign : Google search engine advertising system that displays ads or banner ads as a function of keywords entered by the user or his surfing behavior

Certificate Verified-Reviews : Web page indexed by Google, displaying all customer reviews collected for each client by the solution. This page can be accessed by clicking on the widget or the URL of the web page referenced by the Google search engine

Client: natural or legal person using the services of Verified-Reviews to get the opinions of its customers about an E-Commerce service, a purchased product, a user experience or any other action on which feedback can be given

Personal Data : data which, within the meaning given by the French Data Protection Act of 6 January 1978 (as amended by the Decree of 4 November 1991 and by the law of 6 August 2004 transposing the European Directive 95/46/EC), designates or identifies, directly or indirectly, an individual

Package : A tariff proposed by Verified-Reviews and selected by the Client, corresponding to

a volume of orders to be processed by the Solution

Internet : global interconnection of computer and telecommunication networks that enables users to access content via servers

Product : good or service sold by a professional

Ecommerce Service : an offer for goods or services, whether free or sold, made through the Internet

The Solution : services and software to generate, manage, verify the reliability and publish on the Internet the Site and Product Reviews provided by Customers

Widgets : graphics created by Verified-Reviews that display the overall score of its Clients based on all reviews

Customer : a physical or moral person who purchased a Product through an Ecommerce Service.

## **2. Purpose of the contract**

SAS Net Reviews (hereinafter " Verified-Reviews ") is a French IT company that has developed an innovative solution to obtain Site or Product Reviews for any website providing an Ecommerce Service and use these Reviews to increase its visibility and ranking on the Internet. Verified-Reviews has, to this end, various packages to meet the needs of its Clients.

This contract stipulates the Terms and Conditions in which the Solution to collect user reviews is provided.

## **3. Entry into force and duration of the contract**

To use The Solution, the Client must complete the registration form on the site <http://www.verified-reviews.co.uk/>. For the registration to be valid, he/she must provide all the requested information, truthfully and accurately. Any changes that need to be made after the registration must be reported immediately to Verified-Reviews.

In requesting registration, the Client acknowledges having read these terms and conditions and to completely accept them without reservation. His/her registration implies full agreement with them.

The Client chooses a Package proposed by Verified-Reviews based on the volume of orders processed per month. He decides freely and by himself the Package that best suits his needs based on the site's activity.

## **4. Benefits Verified-Reviews**

The Customer acknowledges having been informed by Verified-Reviews of all prerequisites for the functioning of the solution. He is also informed that these prerequisites may change, especially for technical reasons. If necessary, he will be informed.

### **4.1. Installing the solution**

The solution can be installed in several ways:

- Through the modules developed by Verified-Reviews own most of E-commerce (Prestashop, Magento Store Factory without this list is not exhaustive) solutions- Through an application named "API" very complete, allowing seamless integration of the solution to the client computer system

It is up to the Client to install the solution. Verified-Reviews offers this support to facilitate integration. To this end, it provides on its website an explanatory document and its technical team to answer any questions the client and / or work remotely on the computer to install the module or API in its system.

The Client will remain, in any case, be solely responsible for any malfunctioning of the solution resulting from improper installation.

#### 4.2. Free Trial

Verified-Reviews gives each new Client the opportunity to try The Solution for 15 days free of charge and without commitment after The Client has registered on the site <http://www.verified-reviews.co.uk/> and uploaded a file containing information about its Customers and their orders. This file must include the name, email address, number and date of order of Customers included in the test. The 15-day period of the test takes effect as soon as the installation process is terminated.

#### 4.3. Providing the Solution

Verified-Reviews offers its solution and allows the use.

La Solution comprend la récolte des avis concernant le fonctionnement du site du Client et de son Service E-Commerce (intitulés « Avis Site »). Chaque commande effectuée par un Utilisateur donne lieu à une demande d'avis envoyée à l'adresse électronique que le Client aura communiquée à Verified-Reviews. Le Client peut en outre solliciter la récolte des avis des Utilisateurs concernant les produits achetés. Le cas échéant, la demande d'avis comprendra également une partie réservée à l'évaluation du produit commandé.

Que ce soit pour l'Avis Site ou l'Avis Produit, les avis récoltés par la solution Verified-Reviews correspondent à une note donnée sous forme d'étoiles allant de 0 à 5 accompagnée d'un commentaire.

All reviews and comments are stored and accessed in the client's Back Office and on Verified-Reviews servers

Verified-Reviews is also a partner of Google. Through this partnership, when the Client creates an Adwords campaign, if it reached an average, minimum score of 4 out of 5 and the minimum number of 30 reviews, the stars and number of reviews will automatically appear next to the URL link to its website. They will also be visible on Google Shopping in the same way and under the same conditions.

The Customer is expressly informed that Google alone decides and controls inclusion of its evaluation, including the stars and number of reviews collected. As a guide only, it should be noted that it becomes visible within an average of 2 to 4 weeks. In any case, Verified-Reviews cannot be held responsible for the conditions and time limits for displaying Customer

evaluations by Google.

The customer also has the ability to question its users on specific topics (an option called multi-criteria). This option works in exactly the same way as the invitations to review websites and products. Additional questions are included in invitations sent by email. After sending the invitation, Verified-Reviews is responsible for collecting the answers and contacting the Customer through their Back-Office.

#### 4.4. Provision of Widgets

Verified-Reviews offers different models of widgets that can be placed on all pages of the Customer's site to highlight its overall score and the latest comment received from a user. The widget shows the Verified-Reviews brand.

Verified-Reviews offers two types of widgets: fixed and floating widgets. The first should be integrated into the Client's graphic charter. The second requires no modification to any graphics.

Le choix, l'intégration et l'affichage du Widget se feront sous la seule et entière responsabilité du Client. Verified-Reviews décline notamment toute responsabilité si la représentation visuelle du Widget sur le site du Client diffère de celle créée et mise à disposition par Verified-Reviews. Le Client s'interdit de modifier, de quelque façon que ce soit, la charte graphique et le modèle du Widget de Verified-Reviews.

#### 4.5. Provision of the Certificate Verified-Reviews

Verified-Reviews provides the customer with a web page indexed by Google, through which it accesses all the reviews of its users generated by the Solution.

#### 4.6. Provision of the Certificate Verified-Reviews

Verified-Reviews is obliged to provide all information necessary for the implementation of the solution and to respond to any questions by the Client.

Verified-Reviews provides technical maintenance of its solution. It is committed to act as soon as possible to remedy any malfunctions found or reported by the Client.

#### 4.7. Moderation

The Client is notified of any negative reviews gathered or left by users. Reviews considered negative are represented by a rating of less than or equal to 3. These ratings are easily accessible from the Back Office in a section entitled "Review in moderation."

The Client may contact and respond to the end-user who posted a review through their B2B account. The answer given by the Customer shall be made public on their website by Verified-Reviews. The end-user will receive a notification email for each company response. The end-user will be able to modify the review. The Customer will be then informed by Email. The comments below the review will be public.

This method gives the a business a chance to receive an explanations when a rating and / or a

review seems unjustified.

In no case must Verified-Reviews interfere in the relationship between the Customer and User. It is up to the Client to manage any difficulties experienced following collection of a review.

#### 4.8. Statistics

The Customer has access through the back office, to reports and statistics issued by Verified-Reviews from the reviews gathered.

### **5. Financial conditions**

The prices of different Packages offered by Verified-Reviews are defined in terms of volume of transactions processed by the solution. They are listed on the website <http://www.verified-reviews.co.uk/> under "Prices".

If this volume is exceeded, the Customer will pay an additional amount per order, which varies depending on the package chosen. This will be added to the initial price.

The package and the price of additional orders, where necessary, will be made by direct debit on a monthly basis. The first collection will take place 30 days after expiration of the free trial, 45 days after the Client's initial registration.

The invoice will be generated automatically for each sample and the Client may freely download it by logging into the Back Office.

Any payment made under the subscribed Package shall be retained by Verified-Reviews. No pro rata temporis refund may be sought in respect of the termination of this contract for any reason whatsoever.

In the event that the Client fails to fulfill its payment obligations, Verified-Reviews will be entitled to suspend access to the Client's staff and to interrupt services.

In the event that the Client fail to settle the amount owed, this contract will be cancelled and the account permanently deleted. Verified-Reviews will in addition take legal action to seek compensation for the damages suffered.

### **6. Verified-Reviews's obligations and liability**

#### 6.1. Functioning of the Solution

Verified-Reviews is committed to take every effort, resources and actions necessary for the quality and continuity of the solution.

Said Solution operates from a complex technical system with certain settings outside the control of Verified-Reviews. Its services are provided through a dedicated infrastructure that uses the resources of the Internet.

The Client is therefore advised that technical problems may affect the network and cause

slowdowns or outages making connection impossible. Verified-Reviews can not guarantee permanent access to its website. It cannot be held responsible for difficulties accessing the site due to Internet disruptions.

Verified-Reviews reserves the right to temporarily suspend access to its Solution for reasons of necessity related to the operation of the infrastructure, particularly in order to maintain its servers.

If security flaw found by Verified-Reviews, may seriously compromise the security of the Solution and User Data Base, it may proceed without prior notice to a temporary interruption of its services to address the security flaw as soon as possible. In this case, the Customer may not claim any compensation or jeopardize the responsibility of Verified-Reviews for any reason whatsoever.

## 6.2. Content and control opinions and comments collected

Verified-Reviews is a trusted third party. It guarantees full transparency towards customers and users. It agrees to provide and publish information, notes, comments strictly identical to those it collects, with the exception of a reference and reporting illegal or unlawful.

It is expressly stated that the content of comments should not violate laws and regulations. Include illegal racist, anti-Semitic, sexist, defamatory or offensive, infringing the privacy of a person, reproducing private exchanges, using protected by copyright (texts, photos, video works ... ).

Under moderation, Verified-Reviews reserves the right to remove any comment, statement, notice, may violate the law, and any comments off topic, repeated several times, promotional, rude, or aggressive towards people including the Client. Deleting a comment causes the possible responses that were made to him.

He is not involved in any way in the relationship between the Customer and the User. In any way, the responsibility can not be sought in cases where users do not respond to requests for advice, or in the case of a decrease in the number of visitors, a decrease in orders, or the occurrence a problem with the publication of a negative opinion or executing a command.

Verified-Reviews checks from opinions generated by including the identified IP address.

It can not guarantee perfect operation of its evaluation system, due to uncertainties inherent in it, including the risk of intrusion, misappropriation, viruses and fraud present in a computer and digital system.

## 6.3. Conservation, use and confidentiality of information relating to Users

Verified-Reviews store and maintain the database users, the views of users and generally all the information generated by the implementation of the solution, on dedicated and secure servers.

It will ensure the strict confidentiality of personal users data. Only the user name will be mentioned in the review on the client's website. This information along with the review and the rating will be transferred to Google.

Verified-Reviews will use the Personal Data Users only part of its solution and for the sole purpose of it. It is expressly forbidden to make another use and disclose it to third parties, including marketing purposes.

#### 6.4. Exclusions and Limitations of Liability

Verified-Reviews takes no responsibility for the Client about the functioning of the solution in the event that the computer equipment of the latter prove to be obsolete, defective or inadequate. IT Client configuration is their sole responsibility.

Verified-Reviews can not be held liable for any malfunction in the event that the Customer has provided false or incomplete information. It will be the same in the following cases:- Abnormal use of the Solution or unsuitable materials;- Mishandling of the User;- Statement by a non-authorized by the Client to perform the repair of the third solution.

Generally, Verified-Reviews is relieved of all responsibility in case of impossibility of access to the Solution is an independent event outside its control.

Verified-Reviews is not responsible for the insertion by Google in the overall rating of the Customer and the number of reviews collected or referencing the Customer's site on Google search engine. Only Google is the manager.

Finally, Verified-Reviews will in no event be liable for consequential damages suffered by the Client, which may arise from or in connection with the execution of this Agreement and its suites. By indirect means including, but not limited to, loss of earnings or profits, loss of data, loss of opportunity, business damages, the consequences of complaints or claims by third parties against the Client.

### **7. Customer Obligations**

#### 7.1. Acceptance evaluations

The Customer must accept any type of evaluation after the transaction. It will be able to refuse and answer if it seems unjustified.

The Customer shall in no case generate false assessments through false orders, fake comments, or any other manipulation. It must also not prevent negative evaluations by diverting features of the solution. If necessary, Verified-Reviews may initiate proceedings against him.

#### 7.2. Security username and password

The Client is solely and entirely responsible for the use and confidentiality of their username and password. They must ensure that they alone have access to their personal account and authorise, if necessary, any other person under their responsibility. They must take all necessary precautions and measures to protect third parties who may have access momentarily and avoid unwanted intrusion into their Back Office.

It will immediately inform Verified-Reviews if it finds a security vulnerability due in

particular to the voluntary disclosure or misappropriation of their username and password, so Verified-Reviews can take immediately all appropriate measures in order to remedy the security breach.

In case of loss or misuse of a username and a password, a new username and password will be allocated. This procedure is available on our website <http://www.verified-reviews.co.uk/> under "Customer".

The Customer alone bears the consequences that may result from the use of his username and password by third parties who were aware. He will meet any particular recovery and disclosure of Personal Data Users made from his personal account.

### 7.3. Access to Customer's site

The Customer is solely responsible for the access to its website. It is responsible to take all steps necessary to maintain this access, including to pay the price of connecting to the Internet without which no access is possible to Solution.

### 7.4. Ownership and use of opinion

The Customer will own opinions generated by the Solution. It will be free to use, especially for commercial purposes. It must notify its users. It also obliges specifically mentioned, for each use, as these opinions were collected by Verified-Reviews.

### 7.5. Accuracies and legality of the information provided

It guarantees to Verified-Reviews accuracy and authenticity of the Personal Data of users that it communicates. He is obliged to warn them that personal data will be shared with Verified-Reviews as part of the implementation of the solution, collect their consent and respect of the general provisions of the Data Protection Act of 6th January 1978. The Customer shall remain solely responsible towards users of any lack of information, inaccuracies, errors or omissions relating to their Personal Data. It ensures Verified-Reviews against any action that may be taken against him by a user invoking the violation of these legal provisions.

The Customer agrees not to distribute in any way whatsoever, racist, aggressive, abusive, pornographic, discriminatory, abusive, defamatory, and more generally of illegal information through the solution. It also prohibits the marketing of illegal products.

### 7.6. Duty to cooperate

The Customer shall immediately notify Verified-Reviews of any change of activity. The Customer further agrees to promptly report any anomaly concerning the use of the solution.

Generally, the Customer agrees to cooperate with Verified-Reviews in order to provide, in a timely manner, all information and documents necessary and requested by Verified-Reviews for the performance of its services. He commits himself to spontaneously communicate all information and documents necessary for the execution of this contract.

### 7.7. Suspension or removal of personal account

Verified-Reviews will be entitled to suspend its services if the Client does not meet any of its obligations, until the dispute is settled amicably or judicially. It may close temporarily or permanently remove the personal account of the Client according to the nature and gravity of the violation committed.

## **8. Intellectual Property**

### **8.1. Human Verified-Reviews**

Verified-Reviews warrants that it has all the intellectual property rights to provide the solution, Widgets and brand " Verified-Reviews ". It guarantees in this respect that the benefits he is committed to not constitute an infringement of an existing work of any kind. Under these conditions, the Client Verified-Reviews guarantee against any infringement action would be initiated against him by any person claiming a right of intellectual property on any of the services provided by Verified-Reviews or widgets, the name "Verified-Reviews" or hosted software solution available to the Customer

It is recalled that Verified-Reviews provides the Customer's software solution only for the purposes of this Agreement and in strict terms celuici. The same is true of his drawings and brand "Verified-Reviews"

Their provision can not be regarded as a transfer within the meaning of the Code of Intellectual Property of any intellectual property rights for the benefit of the Client. The subscription of the offer does not confer any intellectual property rights over the software solution, designs and brand remain the sole and exclusive property of Verified-Reviews. The Customer undertakes to respect the rights of Verified-Reviews.

### **8.2. Terms of use of the Solution and prohibitions**

The Customer is prohibited from intervening or give a third of the Solution.

He agrees to use the information about the solution available to it for its own purposes and only for the purposes specified in this contract, which expressly excludes the possibility of:

- Reproduce permanently or temporarily provision software solution, in whole or part, by any means and in any form, including at the loading, display, performance or storage software ;-
- To translate, adapt, arrange or modify the software solution to export, merge it with other computer applications;-
- To make a copy of all or any part of the software solution;-
- Change, including decompiling, alter, adapt, including translating, arranging and generally modify all or part of the software solution.

It undertakes, in particular, treat, distribute, download, or transmit through the solution as information and data operation does not violate any intellectual or industrial property or other proprietary right, or does not constitute the commission of a criminal offense.

The Customer agrees not to transmit through the Solution any content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or telecommunications equipment without this list is not exhaustive.

It undertakes not to develop or commercialize products Solution or potential competitors.

## 9. Processing of Personal Data

Verified-Reviews and Customer agree, regarding the collection, processing and communication relating to personal data to comply with legal regulations for the processing of data, including to respect the provisions of Act No. 2004 -801 of 6 August 2004 on the protection of individuals with regard to the processing of personal data and amending Act No. 78-17 of 6 January 1978 relating to computers, files and freedoms.

Verified-Reviews guarantees particularly as Clients, users and visitors to the site, have a right of access to personal data stored, as well as the right to modify, correct, block, delete or oppose processing of these data.

### 9.1. Personal data to third parties

Anyone linking to the website of Verified-Reviews is informed that personal data may be collected by Verified-Reviews, when browsing the website <http://www.verified-reviews.co.uk/>, including through cookies.

Its website uses "Google Analytics", a information on Internet usage collected by the cookie (including IP address) analysis tool Google Inc. are stored anonymously on Google's servers United States.

This information may be used for the following purposes:

- Statistical and counts on site usage, use of content, and use of services Verified-Reviews- Studies to improve its services through its website- Collect broad demographic information to compile statistics

They are kept for a maximum of one year.

Verified-Reviews expressly informs people logging on to its website <http://www.verified-reviews.co.uk/> they can disable cookies in their web browser or the block.

The data collected are used exclusively for Verified-Reviews. Any transmission of this data to third parties is subject to the prior consent of the customer concerned.

### 9.2. Personal data of the Customer

The Customer is informed that provides personal data to complete his registration as a member. They are intended for internal use of the service, in particular to validate his registration, identify and create customer profiles allowing Verified-Reviews to improve its offering and communication.

Verified-Reviews uses customer e-mail addresses, in particular, to send confirmation of their registration, certain notifications (ratings, comments etc.), and to answer their questions.

Moreover, Verified-Reviews uses their e-mail address to send the newsletter and / or to send offers that may be of interest only if they have authorized. Customers may at any time terminate such mailings by clicking on the link at the end of each email.

Verified-Reviews will be the sole recipient of the information provided by the Client for registration, which are: first name, last name, the name of his business, his home, his email address, the address of the merchant, bank details, and codes of integrations. It is expressly forbidden to communicate with anyone.

Such Personal Data is kept for a maximum of five years.

### 9.3. Personal data of users

It is recalled that the personal data collected in the framework of the implementation of the Solution Users are strictly confidential. Except for the first name and the first letter of the name of users, Verified-Reviews undertakes not to disclose to third parties. It will use the Personal Data of users for the implementation of its identified in these Terms benefits. It is forbidden any other use.

Such Personal Data is kept for a maximum of one year.

### 9.4. Right to information, correction and deletion of data backup

According to the law n ° 78-17 of 6 January 1978, Verified-Reviews gives access to personal data stored on request.

Any person may also request the correction or deletion of data by sending an email to: info@verified-reviews.co.uk or by mail at: SAS Net Reviews, Technology Park 15 Château Gombert, 45 rue Frédéric Joliot Curie - 13013 Marseille. It must prove its identity.

## 10. Complaint - Request for Information

Verified-Reviews will provide its best efforts to respond to any complaint and attempt to resolve the dispute. Any questions or requests can be sent to the following address: info@verified-reviews.com, or by mail: SAS Net Reviews, Technology Park Château Gombert, 45 rue Frédéric Joliot Curie - 13013 Marseille

## 11. End of contract

Besides the possibility for the customer to terminate the contract at any time, the unilateral termination thereof may be made by either party in the event of a serious breach by the other party under the following conditions.

Any serious failure of a party to any obligations imposed on him, not repaired within 15 days after sending a registered letter with acknowledgment of receipt, entitles the other party to unilaterally invoke the automatic termination of this contract, without prejudice to any damages which it may claim hereunder.

In addition, there may also be terminated in the event of cessation of activity of one or other of the parties.

## 12. Applicable law and jurisdiction

This contract is subject to French law. Any dispute related to the interpretation, performance

or validity of this Agreement shall be subject to the exclusive jurisdiction of the Commercial Court of Marseille.