



Verified ReviewsTM
by Net Reviews

Terms of use

1. Definitions

Verified-Reviews : Net Reviews, a French simplified joint-stock company (SAS) registered in the Marseille Trade and Companies Register (RCS) under number 750 882 375, is the provider of an IT solution for gathering reviews pertaining to the quality of the E-commerce Service provided by web merchants.

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

Customer Review: designates both Product Review and Site Review

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.

Customer Database: personal data and information concerning Customers who have placed an order on an e-commerce website. This information, which is needed by the website 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 based on the keywords entered by a user or on their browsing behaviour

Verified Reviews Merchant Profile Page (or "attestation"): Web page indexed by Google, displaying all Site 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 the Site, Product and Store Reviews provided by Customers, manage said reviews, verify their reliability and publish them on the Internet

Widgets : graphics created by Verified Reviews to display a Client's overall rating based on all reviews

Customer : natural or legal person who has purchased a Product through an E-commerce Service

2. Purpose of the contract

Net Reviews (hereafter referred to as "Verified Reviews") is a French company (SAS) whose business activity is computer programming. It has developed an innovative solution which gathers Customer Reviews for Clients offering products for sale or free of charge, thus enabling them to increase their visibility and search engine ranking on the Internet.

To this end, Verified Reviews offers different pricing plans to meet the needs of its Clients.

The purpose of this contract is to provide a solution for gathering and publishing Customer Reviews. The Terms of Use that govern this provision are set out hereinafter.

These Terms of Use may be supplemented by specific terms and conditions found in the purchase order, the contract or more generally in any document establishing the agreement between the parties. These, together with the Terms of Use outlined here, will form an indivisible whole. The specific terms and conditions will prevail over any conflicting clause or provision which may result from these Terms of Use.

3. Entry into force and contract duration

To gain access to the Solution, the Client must fill out a registration form, available online at <http://www.avis-verifies.com/>. For the registration to be valid, the Client must complete all required fields and provide honest and accurate information. Verified Reviews must be notified of any changes to the information provided.

By requesting registration, the Client acknowledges having read these Terms of Use and accepts them in their entirety without reservation. The Client's registration implies full and unconditional acceptance of these Terms.

Verified Reviews offers several Packages based on volume of orders processed per month. To obtain advice on the Package that would seem most suited to their needs, the Client will need to inform Verified Reviews of the volume of orders they receive and the average price of these.

The choice of Package and subscription ultimately falls on the client, and the Client expressly acknowledges that this is entirely their responsibility.

The contract will come into effect as soon as the Client is registered on the site.

The Client may subscribe to the Package for either an indefinite or a fixed duration.

In the first case, the contract may be terminated at any time by the Client, who must notify Verified Reviews by registered letter with acknowledgement of receipt. Any amount already debited by Verified Reviews for the Package subscribed to by the Client will be kept by Verified Reviews.

From the date notice was sent by the Client, as established by the postmark, Verified Reviews will terminate its services and stop any automatic debits from the following month; full payment remains due for any month already begun.

If the contract is subscribed for a fixed duration, this will be specified on the purchase order. In this case, the contract will be automatically renewed by tacit agreement for the same duration unless one of the parties terminates the contract by sending a registered letter with acknowledgement of receipt, giving 30 calendar days' notice.

In the absence of specific terms and conditions between the parties establishing a fixed duration, the contract will have an undetermined duration.

In all cases, each party will have the right to unilaterally rescind the contract at any time in the event of a serious breach by the other party of any of the obligations for which it assumed responsibility, after a formal notice sent by registered letter with acknowledgement of receipt has gone unheeded.

Moreover, the contract may also be terminated by either party in the event of a cessation of activity. The concerned party will be responsible for notifying the other party of this by registered letter with acknowledgement of receipt.

4. Verified Reviews services

The Client acknowledges having been informed by Verified Reviews of all the prerequisites needed for the Solution to function. The Client also acknowledges that these prerequisites may change, particularly for technical and security reasons. In this event, the Client will be informed.

4.1. Installing the solution

The Solution can be installed in several ways:

- Through the modules developed by Verified Reviews for most e-commerce solutions (such as Prestashop and Magento)
- Through a very complete API which allows seamless integration of the Solution into the Client's IT system

It is up to the Client to install the Solution.

Verified Reviews offers support to facilitate integration. To this end, it provides an explanatory document on its website and its technical team is available to answer any Client questions and/or to work remotely on the Client's computer to install the module or API on their system.

In any event, the Client remains solely responsible for any malfunction of the Solution resulting from an improper installation.

4.2. Provision of the Solution

The purpose of the service provided by Verified Reviews is to offer the Solution and to facilitate its usage.

The Solution includes several functions and associated services:

- The gathering of reviews about the quality of the Client's products and/or services
- The publication and display of reviews by partners (Google, Bing, other commercial companies)
- The indexation of the Verified Reviews Merchant Profile Page (or "attestation") by search engines,
- The creation and provision of Widgets

Customer-review gathering works as follows: each order placed by a Customer will generate a request for review sent to the email address provided to Verified Reviews by the Client.

Whether for a Site Review or a Product Review, the reviews gathered by the Verified Reviews Solution include a rating of 1 to 5 stars, accompanied by a comment.

All reviews and comments are stored and available in the Client's Back Office and on the Verified Reviews servers.

Verified Reviews has also entered into a partnership with Google. This partnership allows the automatic display of the Client's rating next to their website's URL when they are running an AdWords Campaign, if the average rating is at least 3.5 out of 5.

As a general rule, Verified Reviews reserves the right to enter into agreements with commercial companies, and especially search engines such as Google or Bing, in order to publish Customer Reviews or index their Verified Reviews Merchant Profile Page (or “attestation), which the Client accepts.

The Client is expressly informed that only the partners decide on and control the insertion of the rating, comprising the stars and the number of reviews gathered. For information purposes only, it is specified that this will be visible after a period of 2 to 4 weeks on average. Under no circumstances will Verified Reviews be responsible for the conditions and delays relating to the posting of the Client’s evaluation by its partners.

Verified Reviews cannot be held responsible for a lack of or an incorrect display of the Customer Reviews, as the partners have their own rules for displaying these. Verified Reviews is only liable for ensuring the correct transmission of the reviews, comments, and ratings collected by the Solution.

The Client also has the possibility of surveying their Customers on specific topics by asking them questions. This option works in the same way as Site Review or Product Review requests. The additional questions addressed to the Customers will be added in to the requests sent by email.

After sending the request, Verified Reviews collects the responses and communicates them to the Client via their Back Office.

4.3. Provision of Widgets

Verified Reviews provides different models of Widgets which can be displayed on all pages of the Client's website in order to showcase their overall rating and the most recent comment received from a Customer. The Widget will display the Verified Reviews brand. Verified Reviews offers two types of Widgets: fixed widgets and floating widgets. The fixed widgets must be integrated into the Client’s visual style guide. The floating widgets do not require any changes to the visual style guide.

The Client is solely and entirely responsible for the choice, integration and display of the Widget. Verified Reviews takes no responsibility in the event the visual representation of the Widget on the Client's website differs from that created and made available by Verified Reviews. The Client shall not in any way modify the Verified Reviews visual style guide and Widget template.

Should the Client wish to modify the design of the Widget provided by Verified Reviews, Verified Reviews will provide them with a web address enabling them to create their own Widget and providing them with real-time information about their number of Site Reviews and their average rating.

In the event the Client’s account is suspended or their contract terminated, they must **immediately cease all use** of the Verified Reviews Widget. Any wrongful use will result in the right to impose a penalty payment of EUR100 per day of proven infringement and per Internet site (URL), without prejudice to any damages and interest which Verified Reviews may claim as compensation.

4.4. Provision of the Verified Reviews Merchant Profile Page (or “attestation”)

Verified Reviews provides the Client with a web page that is indexed by search engines and on which all Internet users can read all of the Client's Customer Reviews that are less than one year old.

If the Customer Reviews are collected for internal use within the Client's company only, the Client may ask for this page not to be indexed by search engines.

4.5. Moderation

The Client is informed when negative reviews are received from their Customers. Reviews are considered negative when the rating given is equal to or less than 2. These reviews are easily accessible through the Client's Back Office in a section entitled "Customer Reviews - Moderations".

Through their Back Office, the Client can contact and reply to Customers who have left a comment and a rating. The answer provided by the Client is made public on the Client's Verified Reviews Merchant Profile Page (or “attestation”). The Customer will receive an email enabling them to read any message sent by the Client.

The Customer will be able to reply to this message, but will not be able to modify their rating. The Client, too, will be informed of any messages left by their Customers. These discussions will be visible by Internet users.

The answer provided by the Client is made public on the Client's Verified Reviews Merchant Profile Page (or “attestation”). They cannot modify their rating.

The discussions will be visible to Internet users unless the Client has hidden them through their Back Office.

This process offers the Client the possibility of asking for an explanation when a rating and/or a comment do not appear justified, and of exercising a right of reply.

Under no circumstances should Verified Reviews interfere in the relationship that exists between the Client and their Customer. The Client will be responsible for handling any difficulty which may arise with a Customer following the obtainment of a review.

4.6. Statistics

Through their Back Office, the Client has access to reports and statistics collected by Verified Reviews based on the reviews gathered.

5. Financial conditions

5.1 Pricing

Verified Reviews offers several Packages depending on the amount of orders, on the number of reviews to be processed by the Solution, and on the average price of the orders (for an average order price greater than EUR300, a premium will be added to the Package price).

Package prices are displayed on the website at <https://www.verified-reviews.co.uk/> in the "Pricing" section.

Where the volume of orders included in the Package is exceeded, the Client will pay an extra fee per additional order. This fee will vary according to the chosen Package and the average price of the orders; it will be added to the initial price of the Package.

Payment for the Package and for any extra fees charged for additional orders, if applicable, will be by direct debit on a monthly basis.

As a general rule, Verified Reviews will only refer to the information provided by the Client in order to advise them on a Package that meets their needs. Such information is communicated at the discretion and under the responsibility of the Client, the latter being the sole manager of their business activity and the needs thereof, and Verified Reviews does not interfere in its Client's business. Verified Reviews cannot be held responsible for giving improper advice should the information provided by the Client prove to be inaccurate or incomplete, or should the number of orders actually processed be greater or lesser than that estimated or predicted.

The Package includes the provision of a set of services in exchange for fixed and total remuneration payable to Verified Reviews upon the provision of at least one of these services.

The invoice will be generated automatically at the time of each debit and the Client will be able to download it by connecting to their Back Office or receive it via e-mail by specifying an e-mail address through their Back Office.

The date of the first debit will be established in the specific terms and conditions.

Verified Reviews does not accept payments by cheque. A 20% surcharge will apply to payments made by wire transfer.

All payments made for the subscribed Package will be retained by Verified Reviews. No pro-rata refunds may be requested in the event of the termination of this contract, for any reason whatsoever.

Should the Client fail to meet their obligations with regard to payment, Verified Reviews reserves the right to suspend access to their personal account and to discontinue their services.

Should the Client fail to settle any outstanding amounts owed, the present contract will be terminated and the Client's account permanently deleted. Verified Reviews may also take legal action to seek the award of damages in compensation for the prejudice suffered.

5.2 Probation period

Verified Reviews may offer the Client a free trial of the Solution. In such an event, the conditions of this free trial, and particularly its duration, will be specified to the Client in writing at the time of registration.

From the moment of registration, the Client must abide by the Terms of Use outlined herein as well as any specific terms and conditions that may apply, whether they signed up for a free trial or not.

6. Verified Reviews obligations, responsibilities and commitments

6.1. Provision and operation of the Solution

Verified Reviews' services will be considered rendered as soon as the Solution is made available to the Client. Verified Reviews' only obligation will be to allow the Client to use the Solution. Verified Reviews is not responsible for any fault of installation or any wrong or improper use which can be attributed to the Client.

Verified Reviews undertakes to implement all means, methods and actions necessary to ensure the quality and continuity of its Solution. Verified Reviews is only bound by an obligation of means.

The Solution operates based on a complex technical system involving certain parameters which Verified Reviews may not always be in a position to control. Its services are offered by means of a dedicated infrastructure which uses the resources of the Internet network.

The Client should therefore be aware that technical issues can impact this network and cause slowdowns or availability issues making the connection impossible. Verified Reviews cannot guarantee an uninterrupted access to its website. It cannot be held responsible for any difficulty accessing its site due to Internet disruptions.

Verified Reviews reserves the right to temporarily suspend access to its Solution when necessary for reasons relating to the operation of its infrastructure, to perform server maintenance for example.

Should Verified Reviews detect a security breach which could severely compromise the security of the Solution and of the Customer Database, it reserves the right to temporarily suspend its services without warning in order to correct the security breach as quickly as possible.

6.2. Review-gathering process

When gathering reviews, Verified Reviews agrees not to select Customers based on their type or their purchase frequency. All Customers will therefore be surveyed.

Each review is linked to a contactable author.

Reviews must be submitted within 3 months of receiving the invitation by email. Submission is therefore time-limited.

Verified Reviews has data available which enables it to identify the Customer and verify that they have actually made a purchase.

6.3. Process for identifying the review author

The Verified Reviews Solution is based on the gathering of reviews after a product or service has been purchased. Review requests from Clients are therefore associated with a purchase experience and a clearly identified Customer. Identification may be carried out by email, telephone, or any other means enabling direct contact with the Customer.

6.4. Content and monitoring of gathered reviews and comments

Verified Reviews is a trusted third party. It guarantees Clients and Customers full transparency.

It should be expressly noted that comments must not contravene any applicable laws or regulations.

Under no circumstances will Verified Reviews intervene in the relationship that exists between the Client and the Customer. Verified Reviews cannot be held liable in any way if Customers fail to respond to review requests, or if there is a decrease in the number of visitors or orders, or in the event of a problem arising in relation to the publication of a negative review or the fulfilment of an order.

Verified Reviews checks the origin of the reviews generated, notably by means of the identified IP address.

However, it cannot guarantee a flawless operation of its rating system due to the risks and vagaries that are inherent to IT and digital systems, such as hacking, hijacking, viruses and fraud.

6.5 Exclusions and limitations of liability

The Client shall not hold Verified Reviews liable with regards to the operation of the Solution should the Client's IT equipment fail or prove to be obsolete or insufficient.

The Client is entirely responsible for their IT equipment.

The minimum requirement in terms of IT equipment is an Internet connection and a digital device allowing access to that connection.

Verified Reviews cannot be held liable for any issue that occurs as a result of the Client providing wrong or incomplete information.

The same applies in the following scenarios:

- abnormal use of the Solution;
- operating error on the part of the Client;
- maintenance by a third party not authorized by the Client to repair the Solution;
- uninstalling of the Solution;
- non-use or partial use of the Solution.

Generally speaking, Verified Reviews shall bear no responsibility in the event the Solution cannot be accessed due to an external event outside of Verified Reviews' control.

Verified Reviews is not responsible for the insertion by search engines of the Client's overall rating and the number of reviews gathered, or for their listing of the Client's website.

Finally, under no circumstances shall Verified Reviews be held responsible for any indirect prejudice suffered by the Client arising as a result of or in connection with the performance of this contract and developments thereof.

Indirect prejudice notably includes, but is not limited to, loss of earnings or profits, loss of data, loss of opportunity, business damage, and the consequences of complaints or claims made by third parties against the Client.

6.6 Moderation process

6.6.1 Overview

The aim of moderation is to ensure that the content gathered complies with these Terms of Use, as well as with the general conditions of use of the website, with a view to publishing, rejecting or deleting this content.

All persons and actions associated with the moderation process are identified and traceable.

Verified Reviews moderates reviews before publishing them, using automatic and human verifications.

6.6.2 Moderator roles and resources

Moderation is carried out by computer tools and/or by humans who are generally referred to as moderators.

The following capabilities and means are required for the role of moderator:

- fluency in the language in which the review was written.

This fluency must be objectively verified before appointment to the role as being equivalent to the "Mastery" level in the Common European Framework of Reference for Languages (level C2 of the CEFR).

- access to the entire contents of the Customer Review gathered;

- access to the elements relating to the author's identity gathered at the time the review was submitted, in order to be able to contact the author if necessary;

- access to all of the information relating to the history of the review submission (number of submissions of the same review after initial rejection)

- access to the information history concerning the author (number of published reviews, subject of previous reviews)

- the ability to delegate – in a traceable manner – the moderation of a Customer Review to another moderator

6.6.3 Pre-moderation

Automated pre-moderation

Verified Reviews uses an automated pre-moderation system that avoids reviews being published if they contain:

- illicit textual content, including offensive, abusive and discriminatory comments
- unintelligible content
- Personal Data

Human pre-moderation

In addition to the automated pre-moderation system, Verified Reviews may, on request, provide a human pre-moderation system.

This human pre-moderation system avoids the publication of non-publishable reviews.

6.6.4 Time limit for Customer Review moderation

Verified Reviews commits to respecting the same time limit for the moderation of all reviews.

This will be automatically set at D+7, where D is the date on which the review was submitted.

In certain cases, this delay may be extended to D+14, D+21 or D+30 (maximum time frame).

6.6.5 Post-moderation

Human post-moderation

In addition to the pre-moderation system, Verified Reviews also has a human post-moderation system in place.

This system makes it possible to reject upon request any reviews that meet the criteria for Customer Review rejection.

Post-moderation and author's right of withdrawal

Verified Reviews agrees to withdraw a review at the request of the author.

The review will nonetheless remain saved in Verified Reviews' databases.

The author of a published review may not request that the latter be modified.

They may simply exercise their right to withdraw their review and request to write a new one.

In the event of a change of ownership or an alteration of the substantial characteristics of a Product or service, Verified Reviews may delete or archive any reviews pre-dating the event.

Verified Reviews undertakes to keep a history of all deleted reviews in its databases

6.6.6 Editing and modifications

Verified Reviews agrees never to modify or delete the contents of a Customer Review. Consequently, Verified Reviews may not

- correct spelling errors contained in a review
- change a member's user name
- conceal part of the text of a review
- modify the rating given

In rare cases, names and telephone numbers provided in reviews may be replaced by asterisks in order to respect data confidentiality.

6.7. Publication and display criteria

6.7.1 Review display

Verified Reviews displays all reviews, whether positive or negative, as long as they were not rejected during the moderation process. Verified Reviews does not cherry-pick the reviews it publishes.

Verified Reviews displays reviews in chronological order from most recent to oldest, based on the date the review was submitted.

Verified Reviews displays reviews in full.

For every review, Verified Reviews displays at least the following information:

- the date and time the review was submitted
- the date of the purchase experience
- the author's first name and the first letter of their surname

And may also display:

- the name of the purchased product
- the place of purchase or of service delivery

Below each review, Verified Reviews may display the right of reply of the representative of the reviewed Product or service. Verified Reviews does not aggregate or weight the rating.

Verified Reviews transparently displays the average rating for each of its Clients. The rating is obtained using the following calculation method:

- We calculate the average, to five digits after the decimal point, of all the ratings of the published reviews
- To obtain a rating out of 5: this average, to five digits after the decimal point, is rounded to one digit after the decimal point
- To obtain a rating out of 10: this average, to five digits after the decimal point, is multiplied by two, then rounded to one digit after the decimal point

For the benefit of Internet users, Verified Reviews displays any Site Reviews gathered for a period of 12 consecutive months.

The Site Reviews, the number of reviews, as well as the average rating are calculated over the same period, and displayed on the Verified Reviews Merchant Profile Page (or “attestation”).

6.7.2 Reporting a review containing illegal or inappropriate content

Verified Reviews allows the reporting of reviews containing illegal or inappropriate content. Such reviews may be reporting using the following email address: moderation@avis-verifies.com or through the Client's Merchant Profile Page (or “attestation”).

6.7.3 Client's right of reply

Verified Reviews gives the representative of the evaluated Product or service the opportunity to reply at any time to a review received through the Client's Back Office. The representative may use this opportunity to:

- present their version of the facts (with the possibility of attaching supporting information)
- thank the reviewer for their contribution and provide answers to questions included in the comment
- indicate any changes made to the Product or service since the review was submitted

Replies are displayed below the relevant reviews.

6.7.4 Loss of the right to submit reviews by the author of a review that is recognized as illicit or inappropriate after moderation

In the event an author is identified, after moderation, as having submitted one or several reviews with illicit or inappropriate content, Verified Reviews will prevent this author from submitting any further reviews and will delete all reviews connected with him/her.

7. Client obligations

From the moment of registration, the Client must abide by the Terms of Use outlined herein as well as any specific terms and conditions that may apply. In particular, the Client agrees to be bound by the following obligations:

7.1. Acceptance evaluations

The Client must accept all types of evaluations following an purchase experience. They will have the possibility of refusing the evaluation or of replying to it if it seems unjustified.

The Client must not under any circumstances produce fake evaluations by means of fake orders, fake comments, or by any other form of manipulation. In addition, the Client must not prevent negative evaluations by misusing the Solution's functionalities. Should the Client engage in such behaviour, Verified Reviews may initiate legal proceedings against them and may terminate their contract.

A penalty of EUR100 will apply for each review spotted as fake, without prejudice to damages and interests that Verified Reviews could claim as compensation.

7.2. Username and password security

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, if necessary, authorize any other person under their responsibility. They must take all necessary measures and precautions to protect themselves from third parties who may have temporary access to these login details and avoid any unwanted intrusions into their Back Office.

The Client must inform Verified Reviews immediately should they identify a security breach due in particular to the voluntary disclosure or to the misappropriation of their username and password, so that Verified Reviews may immediately take all appropriate measures to remedy said security breach.

In case of loss or misuse of a username and password, a procedure will have to be followed to obtain a new username and password. This procedure is available on our website at <https://www.verified-reviews.co.uk/> under "Sign-in".

The Client alone will bear any consequences that may result from the use of their username and password by third parties that gained knowledge of these. The Client will notably be accountable for any Personal Data of Customers that may have been obtained or divulged via their personal account.

7.3. Access to Customer's site

The Client is solely responsible for access to their website. They are responsible for taking all necessary measures to maintain this access, including paying for their Internet connection, since without this access to the Solution is impossible.

7.4. Legal status of the reviews

Verified Reviews anonymizes Reviews eighteen (18) months after their submission.

Reviews should be analogous to a record, always relating to a real experience of consuming and aim to inform future consumers.

Thus, Net Reviews and its Clients can freely use, reproduce, publish, make available and translate the contents of Reviews in the world and in any media and all media platforms.

Besides, Verified Reviews and its Clients have the right to use the pseudonym used by the Consumer in connection with the content of the Reviews for eighteen (18) months.

In addition, Verified Reviews guarantees to its clients that at any time during the contract or at the end thereof, they can recover all of their Reviews.

7.5. Duty to cooperate

The Client shall immediately notify Verified Reviews of any change of business activity. The Client further agrees to report without delay any anomaly concerning the use of the Solution.

Generally, the Client agrees to cooperate with Verified Reviews in order to provide, in a timely manner, any information and documents deemed necessary and requested by Verified Reviews for the performance of its services. The Client agrees to spontaneously communicate to Verified Reviews all information and documents necessary for the execution of this contract.

7.6 Suspension or termination of the personal account

Should the Client fail to meet one of its obligations, Verified Reviews would be within its rights to suspend their services until such time as an amicable or judicial resolution of the dispute has been reached.

Should the Client's account be suspended or permanently terminated, continued use by the Client of the services or programming associated with the Solution will be **strictly forbidden**, except for the display of the reviews already collected. The Client will also be forbidden from citing the Verified Reviews name in any way whatsoever and from using any graphics or any visual representation relating to Verified Reviews and its services. Any failure to comply will result in the Client being charged a penalty of EUR100 per day of established infraction.

7.7 Late payment

In the event of late payment of an invoice and in accordance with the provisions of articles L441-6 and D441-5 of the French Commercial Code, late fees will be applied at a rate equal to the interest rate applied by the Central European Bank to its most recent refinancing operation plus 10 percentage points, in addition to a debt recovery fee of EUR40.

8. Customer obligations and commitments

Customers must meet certain conditions in order to be able to submit a review, namely they must:

- be a natural person
- not be in a situation of conflict of interest
- have personally experienced the purchase of the product or service to which the review relates

The Client must ensure compliance with these conditions.

The Customer may also be contacted for verification purposes.

9. Intellectual property

9.1 Verified Reviews' rights

Verified Reviews guarantees that it owns all the intellectual property rights required to provide the Solution, the Widgets and the "Verified Reviews" brand. Accordingly, it guarantees that the services it has committed to providing do not constitute a copy of any pre-existing work of any kind.

Under these conditions, Verified Reviews guarantees the Client against any infringement action that might be initiated against them by any person claiming a right of intellectual property on any of the services provided by Verified Reviews or the Widgets, the "Verified Reviews" brand or the hosted software Solution placed at the Client's disposal.

It should be noted that Verified Reviews places its software Solution at the Client's disposal solely for the purposes set out in this contract and strictly in accordance with the Terms outlined herein. The same is true for Verified Reviews' designs and the "Verified Reviews" brand.

Their provision may in no way be regarded as a transfer within the meaning of the French Intellectual Property Code of any intellectual property rights for the benefit of the Client. Subscription to a Verified Reviews Package does not confer upon the Client any intellectual property rights over the software Solution, the designs or the brand, which remain the sole and exclusive property of Verified Reviews. The Client undertakes to respect Verified Reviews' rights

9.2. Conditions of use of the Solution and prohibitions

The Client shall not undertake any work on the Solution or allow any third parties to do so. The Client undertakes to use the Solution-related information at their disposal for their own requirements, and only for the purposes specified in the present contract, which formally excludes the possibility of:

- temporarily or permanently reproducing the Solution placed at their disposal, in whole or in part, by any means and in any form whatsoever, including when loading, displaying, executing or storing the software;
- translating, adapting, arranging, or altering the Solution, exporting it, or merging it with other software applications;
- making any kind of copy of all or part of the Solution;
- modifying (notably by decompiling), altering, adapting (notably by translating), arranging, and more generally modifying all or part of the Solution.

The Client agrees, in particular, to process, distribute, load or transmit via the Solution only information and data whose use does not violate any industrial or intellectual property rights nor any other kind of private right, or does not constitute a criminal offence.

The Client shall not transmit via the Solution any content which includes computer viruses or any other code, file, or program designed to interrupt, destroy, or limit the functionality of any software, computer or telecommunication tool, this list being non-exhaustive.

10. Handling of Personal Data

As issues linked to the respect of confidentiality and the protection of Personal Data are particularly delicate, the Parties intend to define under the present clause:

- The conditions, procedures and purposes in relation to which Verified Reviews carries out, on behalf of the Client, processing operations on the Personal Data of Consumers defined hereinafter (art. 9.1)

- The conditions, procedures and purposes in relation to which Verified Reviews carries out processing operations on the personal data of the Client (art. 9.2)

This must respect the regulation in force applicable to the processing of personal data and, in particular, to EU regulation 2016/679 of the European Parliament and the Council of 27 April 2016 (GDPR)

10.1 Processing of Consumer Personal Data

10.1.1 - Description of Data Processing

In order for the Solution subject to the present Contract to function, and notably so that Consumer Reviews may be gathered according to the Afnor NF Z74-501 standard and therefore become visible on the Internet, the Client must imperatively collect and process certain Consumer Personal Data.

In fact, only after having received the Consumer Database containing the said Data can Verified Reviews gather, under the conditions defined in article 6 of this document, Reviews concerning the quality of the products and/or services of the Client.

As such, the Client must provide Verified Reviews, for each Consumer, the following Personal Data:

- Surname
- First name
- Email address
- Order date and reference
- Date and location of purchase in case of purchase in one of the high street shops of our Clients
- Internal and international names and references for the ordered Product (GTIN/ISDNF)

Upon submission of a Review, as applicable, during the moderation processes and for the functionality of the 'Questions/Answers' module, Verified Reviews will collect, on behalf of the Client, the following additional Data:

- Score given by the Consumer to their consumer experience
- Comments and observations on their consumer experience
- The date and time of the Review's submission
- The response(s) of the Consumer to the comment(s) of the Trade Partner in relation to a Review
- The response(s) of the Consumer to questions posted by internet users of the Client's website

Consumer Data made accessible to the public with the publication of a Review or with the response to a question from an Internet User are limited to the following:

- First name
- First letter of surname
- Notes and comments
- Date and time of submission of the Review
- Date of the Order or Purchase
- Product purchased
- Place of Purchase (in case of Purchase in a high street shop)
- Score given by the Consumer
- Comments and observations of the Consumer
- The date and time of the Review's submission
- The possible response(s) of the Consumer to the comment(s) of the Trade Partner in relation to a Review
- The possible response(s) of the Consumer to questions posted by internet users of the Trade Partner's website
- All non-mandatory additional personal information that the Consumer chooses to provide

The purposes of data processing, as determined by the Client and under its responsibility, are as follows:

- Access to and use of the Solution;
- Management of the functionality and optimisation of the Solution;
- Collection and publication of Reviews on the Client site and on Search Engines, notably Google;
- Establishing the attestation of Verified Reviews to:
- The verification, identification and authentication of transmitted data and notably the verification of the authenticity of your Review;
- Conformity of the Review collection service with the Afnor NF Z74-501 standard relating to online reviews, to collection processes and to moderation and restitution;
- Conformity of moderation processes with the Afnor NFZ74-501 standard under the conditions defined in article 6 of the present contract;

- Provision of a support service;
- Application of General Conditions of Use and General Conditions of Purchase;
- Analysis of data, audits, and the identification of usage tendencies;
- Conducting marketing and statistics analyses;
- Monitoring and prevention of fraud, malware, and management of security incidents;
- Development of new products and services;
- Exercising any recourse relating to limiting damages in the event of illicit action linked with the usage of the Site;
- Protection of rights, confidentiality, security and/or property of company Verified Reviews and/or that of the Client, Consumers or Third Parties;
- Respect of the various legal obligations for which the Parties are responsible and notably:
 - Decree No. 2017-1436 of 29 September 2017 relating to IT obligations on online consumer reviews;
 - Law No. 2016-1321 of 7 October 2016 for a Digital Republic;
 - European Regulation No. 2016/679 of 27 April 2016 known as General Data Protection Regulation (GDPR),
 - Directive 2005/29/EC of the European Parliament and the Council of 11 May 2005 relating to unfair commercial practices of companies towards consumers in the internal market and modifying directive 84/450/EEC of the Council and directives 97/7/EC, 98/27/EC and 2002/65/EC;
 - Law No. 2004-801 of 6 August 2004 relating to the protection of individuals in relation to the processing of personal data and modifying law no. 78-17 of 6 January 1978 relating to Information Technology, data files and civil liberties.

In accordance with the specific requirements of the Client, other categories of Personal Data, such as Consumer age, telephone number and consumer habits may potentially be processed by Verified Reviews, if accessible to the public via the publication of the Review.

Any additional Personal Data must be listed in the annex to the present document, which must also specify precisely the purposes for their collection and processing.

Verified Reviews is also likely to process other Data that the Consumer may have chosen deliberately to send at the time of submitting the review.

10.1.2 - Client Obligation

It is noted that the Client determines, under its sole responsibility, the Data categories as well as the methods and purposes of data processing subject to the present Contract.

The Client is therefore *responsible for data processing* in the context of EU regulation 2016/679 of the European Parliament and the Council of 27 April 2016 (GDPR)

In this respect, the Client commits to:

- Respect, in advance and throughout processing, the applicable laws and regulations in relation to the protection of personal data and in particular the GDPR;
- Inform Consumers and obtain their consent to process their data, prior to each Order, subject to the present contract and in particular to share some of their data with Verified Reviews;

- The Client must be able to demonstrate the Consumer's consent, at any time and upon the single request of company Verified Reviews
- Process Consumer Data only for the purposes previously specified;
- Process Data in compliance with the present Contract;
- Document in writing all new instructions relating to data processing, subject to the present Contract.

Verified Reviews reserves the right, without the Client being able to invoke its responsibility, to not follow any instruction which constitutes a violation to applicable regulations and notably the GDPR.

- Guarantee the accuracy and authenticity of Data communicated, as well as its confidentiality.
- The Client remains the sole responsible party toward the Consumer in the event of any lack of information, inaccuracy, error or omission relating to the Consumer's Data;
- Only retain Data for the duration strictly necessary and for the purposes previously specified;
- Ensure that those authorised to process Data commit to respect confidentiality or sign a confidentiality agreement;
- Establish organisational, technical, logistical and physical measures designed to protect Data against modification, destruction and unauthorised access;
- Guarantee Consumers all the rights they are entitled to in relation to the GDPR: Right to access, rectification, removal, opposition, right to limitation of processing, right to data portability;

When a Consumer exercises one of these rights in relation to the Client, the latter must inform Verified Reviews within a period of 48 hours

- Inform Verified Reviews of any violation in relation to data of a personal nature within a maximum period of 48 hours after having become aware of this;
- Collaborate with Verified Reviews in accordance with article 7-6 of the present document, notably for the potential conduct of impact analyses relating to data protection or in the event of an Information Commissioner's Office audit
- Protect and guarantee Verified Reviews against any action and/or judgement, notably by the Information Commissioner's Office in relation to any violation of applicable regulations in relation to the protection of personal data which does not fall under the responsibility of company Verified Reviews in its capacity as a sub-contractor.

10.1.3 - Verified Reviews Obligations

It is noted that company Verified Reviews acts as a "*sub-contractor*" for the Client in the context of article 28 of EU Regulation 2016/679 of the European Parliament and the Council of 27 April 2016 (GDPR), and that they are authorised to process personal data on behalf of and under the instructions of the Client.

In this respect, Verified Reviews commits to:

- Respect, in advance and throughout processing, the applicable laws and regulations in relation to the protection of personal data and in particular the GDPR;
- Inform Consumers, of data processing once more before the submission of each Review, subject to the present Contract;
- Process Consumer Data only for the purposes previously specified;
- Process Data according to the instructions of the Client and in particular in accordance with the stipulations of the present Contract
- Guarantee the confidentiality of Data, with the exception of information that the Consumers have chosen to make public, in particular by publishing a review;
- Only retain Data for the duration strictly necessary and for the purposes previously specified and in particular to allow Verified Reviews to satisfy the Afnor NFW74-501 standard;
- Ensure that those authorised to process Data commit to respect confidentiality or sign a confidentiality agreement;
- Establish organisational, technical, logistical and physical measures designed to protect Data against modification, destruction and unauthorised access;
- Guarantee Consumers all the rights they are entitled to in relation to the GDPR: Right to access, rectification, removal, opposition, right to limitation of processing, right to data portability;

When a Consumer exercises one of these rights toward company Verified Reviews, the latter must inform the Client within a period of 48 hours

- Inform the Client of any violation in relation to data of a personal nature within a maximum period of 48 hours after having become aware of this;
- Collaborate with the Client in accordance with article 7-6 of the present document, notably for the possible conduct of impact analyses relating to data protection or in the event of an Information Commissioner's Office audit;

10.1.4 - Sub-contracting

Taking into account the technical constraints linked to the functionality of the Solution and for the purpose of increasing, in the interest of the Client, the visibility of Reviews, the Client authorises Verified Reviews to rely on sub-contractors and partners, of which a list and contact details appear in the annex to this document.

Verified Reviews may also use other sub-contractors or partners of its choice, provided the Client is informed in advance, and has a period of 8 days to put forward any potential objections.

Verified Reviews shall ensure all sub-contractors or partners respect the obligations and instructions of the Client in relation to the present Contract and present sufficient guarantees in relation to the implementation of adequate technical and organisational measures to ensure that processing meets the requirements of applicable regulations, notably the GDPR.

10.2. Processing of Client Personal Data

In the execution of the present Contract, Verified Reviews may collect certain Personal Data from the Client within the scope of the GDPR, such as:

- Surname of the representative within the company, and of any person with access to the Solution
- First name of the representative within the company, and of any person with access to the Solution
- Email address of the representative within the company, and of any person with access to the Solution
- Telephone number of the company, of the person responsible within the company, and of any person with access to the Solution
- Company type, SIREN number, VAT number
- Postal address of the company
- Bank details

The foundations, procedures and purposes pertaining to data collection and processing are defined in the terms of the Privacy Policy in the annex to the present document.

11. 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, 18-20 avenue Robert Schuman CS 40 494 - 13002 Marseille.

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.

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