

# General Terms and Conditions of Sale

## A. General principles and preliminary information

### A-1. Acceptance

As part of the process of registering for the Services, all Customers are required to accept these General Terms and Conditions of Sale, which are binding on Customers in respect of the use and delivery of the Services offered for sale by MONISNAP.

In any event, registration by a Customer on the Website and/or the commencement of use of the Services constitutes agreement by the Customer to these General Terms and Conditions of Sale. The Customer is consequently deemed to have accepted the stipulations herein in their entirety, together with any that are shown in any document available on the Website, <https://allo.monisnap.com>, hereby incorporated within these General Terms and Conditions, and governing the Customer's relationship with third parties, telephone services operators and MONISNAP for the duration of the subscription to the Services provided by MONISNAP.

These General Terms and Conditions of Sale are binding for the entire period that the Services are used, until such time as they may be replaced by new General Terms and Conditions of Sale.

You, the Customer, hereby acknowledge that You have read and understood the legal notices shown on the <https://allo.monisnap.com> platform prior to registering on the Website.

### A-2. Changes

MONISNAP reserves the right to change these General Terms and Conditions of Sale at its discretion, according to changes in the <https://allo.monisnap.com> platform, or in the Services offered, or as a result of changes in legislation. Whenever essential points affecting the delivery of service are amended, You, the Customer, will be asked, the next time you log in to your account, to read and approve the said new General Terms and Conditions of Sale.

Generally speaking, use of the Website and the delivery of Services to You are always governed by the most recent version of the General Terms and Conditions of Sale posted on the Website which is available to You at any time on the Website is being used. You, the Customer, are responsible for consulting the General Terms and Conditions of Sale as often as necessary, these being available both in the public section of the Website and in the area dedicated to each Customer.

During use of the Website and the delivery of Services, You may also be subject to Special Terms and Conditions, posted on the Website and applicable to the delivery of Products or Services, and these may contain terms and conditions in addition to or replacing these General Terms and Conditions of Sale.

### A-3. Breach

Any breach hereof entitles MONISNAP to in future refuse to allow any Customer perpetrating such a breach to make use of the Services delivered from the Website or any affiliate website run by MONISNAP, or to close any account giving access to any of its websites, without prejudice to any compensation that MONISNAP might claim from the perpetrator of the said breach.

#### **A-4. Agreement on evidence**

Customers acknowledge that records and backups (including all connection data) produced on the Website (hereinafter «Electronic Documentation») will have full evidential value between Customers and MONISNAP. Electronic Documentation (including date and time stamps) will consequently be deemed authoritative in any dispute between the parties.

You, the Customer, hereby recognise that as a consequence, electronic mails are valid as evidence within the contractual relationship with MONISNAP. Likewise, order breakdowns, sums paid, money-off vouchers, gift vouchers and other Customer loyalty cards, together with copies thereof stored on microfiche or optical or magnetic disc kept by MONISNAP, are binding on Customers by way of evidence.

#### **A-5. Personal data**

In accordance with the French data protection and privacy legislation of 6 January 1978, the collection of personal data and the computer processing which the Website may carry out on such data have been registered with the French Data Protection Registrar (Commission Nationale de l'Informatique et des Libertés - CNIL) under number: **2109570**. Any person can be granted access by writing to the CNIL at the following address: 21 rue Saint Guillaume, 75340 Paris cedex 07.

Website operations may entail the collection of a certain amount of personal data from internet users (Website Visitors and Customers). The main purpose of collecting such data is to ensure that the Website displays properly to Users and to produce general Website traffic statistics. The collection of some personal data may occur by means of "cookies" files saved by the server hosting the Website on the Visitor's hard drive in order to facilitate that Visitor's navigation on the Website or to produce general Website traffic statistics. Visitors to the Internet site may see banners, offering products similar to or that complement those they have already consulted and which are available on the websites of MONISNAP. If website visitors no longer wish to see this type of banner appear and/or would like to receive more information on this process, they may simply go to the following web pages:

- Google: <https://policies.google.com/privacy>
- Facebook: <https://www.facebook.com/about/basics/advertising>
- Bing: <https://advertise.bingads.microsoft.com/en-us/resources/policies/privacy-and-data-protection-policies>

While these do not enable direct identification of Users, they are viewed by the CNIL as being equivalent to data of a personal nature. Data collected in this manner is not disclosed or sold to any third party with the exception of situations where disclosure to legal authorities is required.

MONISNAP especially does not transfer any personal data that may be collected on its Website to countries that are not members of the European Union that do not offer an equivalent level of protection to that applying within the EU. In the unlikely event that such a transfer would be necessary and planned, MONISNAP would then undertake to sign an agreement beforehand with the entity receiving the data, under the terms of which that entity would undertake to protect that data pursuant to Directive 95/46/EC of 24 October 1995, transposed into the law of France by the legislation of 15 July 2004, and to submit this agreement to the CNIL.

Visitors to the Website can decide to decline cookies by selecting the appropriate option in their browser's toolbar, and they are requested to do so if they so wish. If cookies are declined, site navigation, the loading of pages and the implementation of certain applications may be adversely affected. For complete refusal to accept cookies,

Customers can decide to apply the procedures described hereunder, depending on the browser used, it being clearly understood that such procedures are liable to change with new versions of the said browsers:

- Internet Explorer (Microsoft): From the Tools menu, click on Internet Options /Click Privacy/Click the Internet icon/Click Advance to customize your computer cookies handling/Select Deactivate Cookies (twice)/Click OK (twice)
- Firefox (Mozilla Foundation): From Tools menu, Select Options in the list/Choose either to delete cookies or to Clear Recent History / Click OK
- Other internet browser: please refer to the Help section or contact the browser's developer, vendor or your IT specialist

In accordance with Article 39 of French law no. 78-17 of 6 January 1978 relating to computing, data storage and freedom of information, as amended by law no. 2004-801 of 6 August 2004 (Article 5), all Visitors and Customers have the right to access, amend, correct and remove personal data held about them. This right can be exercised if necessary by writing to MONISNAP SAS - 5, rue de la Baume, 75008 Paris; or sending an email to [allo-support@monisnap.com](mailto:allo-support@monisnap.com). Requests are dealt with within two months.

## **A-6. Definitions**

The terms defined hereunder, whether they occur in the singular or in the plural, will have the following meanings for the purposes hereof:

- Recipient: means the person receiving the Services.
- Customer/You: the adult individual (of age) or legal entity that has purchased top-ups by using the <https://allo.monisnap.com> platform, it being understood that the Customer (You) may or may not be the Recipient of the Service, depending on whether personal use is made of the Service or it is given to a Recipient Third Party.
- Login Details: a username and password considered as a pair, as used to log in and access a Customer's personal account.
- Customer Account: your personal account, from which You, as the Customer, order telephone credits, pay for purchases, and view information regarding the processing of your transactions.
- Telephone credit: a call-time top-up code to be activated by the Recipient or a top-up activated directly by the operator.
- Data: information entered into a Customer's personal account, for which that Customer assumes full and complete liability, found on the servers administered by MONISNAP.
- Partner: means the MONISNAP Operator Partner or mobile telephone intermediary involved in the process of acquiring and transferring telephone credit top-ups that are sent to the Recipient.
- Service(s): all the services provided by MONISNAP to Customers, in particular the provision of connections for the sale of telephone credit top-ups for mobile telephone through the <https://allo.monisnap.com> platform.
- Website: the website found at the URL <https://allo.monisnap.com>.
- User: individual or legal entity, including Customers and also persons who have not opened an account on the Website, but are visiting to consult it.

## **B. General principles and preliminary information**

### **B-1. Subject matter - General description of the Services**

The subject matter of these General Terms and Conditions of Sale is to set out the arrangements by which:

- MONISNAP provides to its Customers, in particular by means of the interface on the Website, an international telephone top-up transfer service the aim of which is to enable telephone credit to be sent from a mobile telephone services operator listed in the Special Terms for the purpose of topping up mobile telephone numbers issued by that operator, these instructions being conveyed via specific remote channels, i.e. internet, SMS, USSD and WAP

To use the Service, Customers need to have an internet connection and appropriate computer equipment available, the costs of which are separate from the service offered by MONISNAP.

MONISNAP may need to send Customers a certain amount of information (newsletters, emails, etc.) as part of their use of the Service. As such information forms an integral part of Service membership, it can only be declined by a Customer's subsequent deregistration.

You, the Customer, undertake not to attempt to access the Service by any means other than the interfaces provided by MONISNAP for this purpose.

As the Service is based on a collection of hosted online applications, MONISNAP

### **B-2. The role of MONISNAP in respect of Service delivery**

In respect of the top-up Service, MONISNAP delivers solely connection Services, from its <https://allo.monisnap.com> platform, between Customers and partner telephone services operators for which it is an agent.

Consequently, when subscribing to the ALLO BY MONISNAP top-up Service, You, the Customer acting in the capacity of principal, appoint MONISNAP, which hereby agrees to act as the agent, for the period of the Service subscription, via its Website, to undertake on your behalf the various transactions related to the delivery of the top-up Service and in particular to send a telephone credit to the Recipient mobile telephone number that You will have entered for this precise purpose.

### **B-3. Territories**

This Website is open to all countries worldwide.

In the event that this Website, the Services it offers or the manner in which they are offered should be wholly or partly unlawful under the domestic law of the Customer's country of residence, the Customer is responsible for refraining from accessing the Website or Services from that territory, or for ensuring they are accessed from another territory where they are deemed lawful. Any Customers who decide to access the <https://allo.monisnap.com> platform from a territory where it is deemed wholly or partly unlawful do so entirely of their own volition and at their own risk and it is incumbent upon them to assume the consequences of any application of the rules of public policy in their country of residence, without seeking to render MONISNAP liable.

## **C. Registration and Service operation**

### **C-1. Service Registration and Subscription**

Customers are the only subscribers to Services under the terms hereof.

Registration on the <https://allo.monisnap.com> platform in order to subscribe to one of the Services delivered by MONISNAP is carried out online on the Website, following a Customer identification process and the entering in good faith of the personal data stipulated on the Customer Account registration forms.

You, the Customer, undertake to enter all the mandatory fields shown on the registration form in good faith, and in particular:

- Surname
- First name(s)
- Email address
- Password
- Telephone number
- Country of residence

Upon final confirmation of each telephone credit order, MONISNAP sends the Customer a confirmation email for the order in question summarising the details relating to that order. Printing or retaining this email provides evidence to Customers that their orders have been placed and paid for.

MONISNAP reserves the right to reject any request to register on the platform from an individual or legal entity not agreeing to comply with the General Terms and Conditions of Sale or failing to complete the registration forms entirely or in good faith or failing to provide any documents that may be requested.

At the time of registration, You, the Customer, hereby attest:

- For individuals,
  - That you are of age
  - That your consent is given freely
- For representatives of legal entities
  - That you are lawfully empowered to legally bind the legal entity
  - That it is not in administration or under a compulsory liquidation order

### **C-2. Customer Account**

#### **C-2.1. Availability**

Customers are able to access their personal accounts by activating the login details (username and password chosen by the Customer at the time of registering for the Services), which are activated commencing from confirmation by MONISNAP of their registration on the Website. Customers are reminded of their login details giving access to their account by email. Customers are responsible for checking the validity of the email address stated on the registration form insofar as this email address forms part of the Customer Account identification. If an email address is wrong, You, the Customer, may no longer be able to access your account, without MONISNAP being held responsible for it.

All Customers are responsible for regularly changing the password they have themselves chosen at the time of registering for the Services and for ensuring that their password comprises letters and digits [and is] of sufficient length.

## **C-2.2 Responsibility for login details**

All Customers are obliged to keep their login details (username and password) confidential.

You, the Customer, are liable for any use made of your login details, whether or not such use is implicitly or explicitly permitted. Customers are not permitted to sell, lend or transfer their login details to any third party or to allow any third party to log into their Account.

You, the Customer, moreover undertake to:

- Immediately notify MONISNAP in the event of misuse of your login details or your Customer Account or in the event of any other security breach

## **C-2.3 Account Contents**

MONISNAP holds no property rights over the data or information that Customers submit to the Service when using it ("Customer Data"). The Customer alone, not MONISNAP, is liable for the accuracy, quality, legality and reliability of all Customer Data. MONISNAP can only be held liable for the removal, correction, deletion, corruption, loss of or failure to store Customer Data resulting from its own direct fault, and which is not the consequence of the application of a legal ruling or of a breach hereof by the Customer. In the event of the termination of this Contract, MONISNAP undertakes to erase the Customer's data within 180 days of the termination.

## **C-3. Licence to use Website contents**

MONISNAP grants to the Customer, who accepts same, a non-exclusive, non-assignable and non-transferable licence to use the Services provided by MONISNAP strictly within the subject matter hereof, namely the delivery of the Services.

In this regard, Customers are to expressly refrain from:

- Selling, transferring, publishing, presenting, disclosing or making available to third parties any of the Services provided to them by MONISNAP in respect hereof;
- Conducting or attempting to conduct reverse engineering, decompilation or disassembly of Website components;
- Removing wording identifying MONISNAP as the owner;
- Publishing, without prior written agreement from MONISNAP, any test or analysis of any performance or assessment relating to MONISNAP or its Website;
- Accessing the source code of the software comprising the MONISNAP Website;
- Using or copying the MONISNAP solution in any other way not expressly permitted hereby.

## **C-4. Service operation**

The ALLO BY MONISNAP top-up Service makes it possible to send telephone credit to a Recipient located in one of the countries served by MONISNAP who owns a mobile telephone.

Customers using the ALLO BY MONISNAP top-up Service must follow the process indicated and described in the Special Terms and Conditions for the Service that can be read on <https://allo.monisnap.com>.

To use the Service, Customers must first enter the mobile telephone number of the Recipient of the telephone credit, without the international dialling code that would usually be used, and then indicate the relevant country.

The next stage is to select the value of credit top-up and the intended payment method.

Once the top-up order is confirmed, the Recipient will receive a message that his or her mobile telephone has just been credited with the amount selected by the Customer.

## **C-5. Pricing terms and conditions**

### **C-5.1. Rates**

The rates in force for the various Services on offer via MONISNAP as an intermediary, are indicated in Euros. They are viewable on the Website, it being understood that the charges applicable are those in force on the day an order is placed.

MONISNAP reserves the right to immediately pass on any new increase in charges by a MONISNAP Partner operator whether it is the intermediary and/or telephone service operator in a destination country, together with any tax or any increase in existing taxes.

Payment for the Services provided by MONISNAP occurs directly at the end of the telephone credit order process.

It is expressly agreed that, in the absence of any postponement requested in time and granted by MONISNAP specifically and in writing, especially as regards direct debits, failure to pay all or part of any sums owing in respect of the contract by the due date will automatically and without prior official notice result in:

- the suspension of all Service provision in progress, regardless of the Service type, without prejudice to MONISNAP' right to exercise its option to terminate the contract;
- the charging of interest until payment is effected at a rate equal to one and a half times the statutory rate in force in France.

Any disagreement over Service billing and/or delivery is to be notified within one week of confirmation of payment of the invoice in question, by electronic mail to [support-allo@monisnap.com](mailto:support-allo@monisnap.com).

### **C-5.2. Payments**

Payment for top-up or telephone credit orders can be made, as the Customer so chooses, by bank card using secure input with SSL encryption (French Carte Bleue, Visa card, Eurocard/Mastercard, etc.), by entering the card number, expiry date and security code on the back of the card directly in the fields provided for the purpose. The entire order value will be debited on the day of the order. MONISNAP reserves the right to suspend the processing of any order in the event that the Customer's bank declines to authorise payment.

### **C-5.3. Loyalty Points**

MONISNAP, intending to reward its best Customers, has set up a Loyalty Points system operating as described hereunder.

- Acquisition

For ONE (1) euro of top-up ordered and paid for in respect of the ALLO BY MONISNAP top-up Service, the Customer receives ONE HUNDRED AND FIFTY (150) Loyalty Points.

- Conversion and use

You, the Customer, recognise that you have been informed of the fact that Loyalty Points can only be converted into top-up credits, whether in respect of use of the ALLO BY MONISNAP top-up Service, once you have accumulated a minimum of THREE (3) orders.

For ONE THOUSAND AND FIVE HUNDRED (1500) Loyalty Points, the Customer will be rewarded with the sum of ONE (1) euro by MONISNAP, this sum being able to be used for the ALLO BY MONISNAP top-up Service.

Loyalty Points are valid for ONE (1) year from the date they are earned.

## **C-6. Cooling-off period**

In principle, Customers falling into the category of consumers have, under the terms of Article L.121-20 of the French Consumer Code, a period of seven clear days to exercise their right to withdraw from a contract without needing to give any reason, nor pay any penalty.

However, You, the Customer, hereby recognise and accept that no right to withdraw from the contract can be exercised in respect of subscription to the Services provided directly or indirectly by MONISNAP.

In fact, You hereby recognise that, pursuant to Article L.121-20-2 of the French Consumer Code, the service contract commences from the confirmation of any order or subscription. In this regard therefore, the right to withdraw from an agreement stipulated under Article L.121-20 of that same Code does not apply to the use made of the Services offered by the Website, insofar as the fulfilment or provision of the Services delivered on the Website starts as soon as a Customer is registered on the said platform, from the ordering of any service, and it necessarily does so before the end of the cooling-off period of seven clear days stipulated under Article L.121-20 of the French Consumer Code.

NB: Article L.121-20-2 of the French Consumer Code: "The right to withdraw cannot be exercised, unless the parties agree otherwise, for agreements: i) for the supply of services where performance has started, with the consumer's agreement, before the end of the cooling-off period".

## **D. Obligations on users and customers as regards intellectual property**

All Users are strictly bound to comply with the rules stated hereunder, and any breach will result in the automatic termination of the subscription to Services. MONISNAP furthermore reserves the right to start legal proceedings against any User who is allegedly the perpetrator of any breach the company views as particularly serious.

### **D-1. Copyright © protection and Links (held by MONISNAP or its Partners)**

This Website respects copyright and related rights such as database producers' rights, together with the copyright on the software comprising the Website, hereinafter "Copyright". All Copyright in protected works reproduced and displayed on this Website is reserved worldwide. All use of the works other than private, individual reproduction and consultation is prohibited unless permission is granted.

Reproduction of this Website's pages on paper (printing) is permitted for strictly private and non-commercial use.

The reproduction in electronic format of all or part of this Website is prohibited.

Creating links to <https://allo.monisnap.com>

The MONISNAP Website permits the creation of hypertext links towards its content provided that:

- the deep linking technique is not used, i.e. provided that the Website's pages are not embedded within the pages of another website, but are accessed by the opening of a window.
- the source is mentioned, which will point directly to the relevant content using a hypertext link.
- the information is used solely for personal, non-profit or professional purposes.
- any use for commercial or advertising purposes is prohibited without express agreement from MONISNAP.
- such permission does not apply to websites disseminating information of a controversial or pornographic nature, or inciting racial hatred or any form of discrimination or, that are more broadly liable to cause offence to the majority of people.
- For other uses, please refer to the Publisher.

Links added to <https://allo.monisnap.com> pointing to other websites:

This Website may contain links to third party websites which are not controlled by MONISNAP. MONISNAP is in no way responsible for the content of other websites that Users may be able to access from the Website. When Users access a website other than the MONISNAP Website, they do so at their own risk and MONISNAP will not be liable in any way for the accuracy or reliability of information, data, opinions, advice or statements presented on any such other website, nor for the quality of any products or services that they may offer. MONISNAP provides such links for practical purposes only, and the existence of such links in no way implies that MONISNAP bears or accepts any responsibility for the content on or use made of such websites.

## **D-2. Limitations of rights**

MONISNAP is the holder or licensee of intellectual property rights over both the general structure of the Website and its content.

In this respect, MONISNAP is holder, in particular of "MONISNAP" and "ALLO BY MONISNAP" brands.

Users hereby recognise and accept that access to the Website and Services made available to them by MONISNAP does not imply any granting or concession of intellectual property rights (over trademarks and copyright in particular) or any other rights to the User.

Access to Services is limited exclusively to the use made by the User under the terms and conditions and within the limits set down herein.

Consequently, further to the stipulations of section D-1., You, the User, hereby recognise and accept that the use granted to You by MONISNAP in respect of access to its Services and their content in particular excludes any access to the Services for the purposes of the reproduction, resale, trade, leasing, amendment, adaptation or correction, whether free of charge or for value, of all or part of the Website, Services and their content where protected by trademark law or by any other intellectual property rights whatsoever.

## **E. Customer Warranties and Liability**

You, the Customer, hereby attest to having the necessary power, authority and capacity to enter into and perform the obligation stipulated herein.

You undertake to comply with these General Terms and Conditions of Sale.

You further recognise that you are liable for all activities or dealings you conduct from your Customer Account or using the Services provided by MONISNAP, and You undertake to comply with all domestic and foreign local and national laws, regulations and agreements applicable, including those relating to the protection of personal data, international communications and the transmission of technical or personal data, data storage, freedom of information and intellectual property, and third party rights.

## **F. MONISNAP Warranties and Exclusions**

### **F-1. Primarily**

MONISNAP cannot be held liable either civilly or criminally in the event of deliberate misrepresentations by the Customer.

MONISNAP in no way guarantees that (i) the <https://allo.monisnap.com> platform will meet all of the Customer's requirements, or (ii) that the <https://allo.monisnap.com> platform will be permanently available without interruption, or free of errors.

To the full extent allowed by the applicable regulations, MONISNAP can only be held liable for direct loss or harm that is the result of a fault in the delivery of Services that is directly attributable to MONISNAP.

Conversely, under no circumstances can MONISNAP be held liable for indirect and/or consequential loss or harm (in particular loss of income, business interruption, missed deadline, loss of opportunity or any other kind of loss) that results from the Customer's use or inability to use <https://allo.monisnap.com> platform.

In the event that <https://allo.monisnap.com> Website is recognised as being wholly or partly unlawful by virtue of local law, then You, the Customer, are responsible for accessing the Website or availing yourself of its Services from other territories where they are deemed lawful and where your personal status so allows. Should You decide to access the <https://allo.monisnap.com> platform to avail yourself of its Services from other places, You do so on your own initiative, making a fully-informed choice at your own risk and it is incumbent upon You to ensure the application of the local rules of public policy.

In particular, in respect of the delivery of ALLO BY MONISNAP top-up Services, MONISNAP plays only the role of an intermediary between operator Partners and Customers. MONISNAP is thereby under no circumstances in a position to guarantee the flawless performance and quality of Services in place of the operator Partner.

### **F-2. Secondly**

As certain countries and jurisdictions do not allow the exclusion of or limitations on the duration of implied warranties, the aforementioned limitations may not apply either wholly or partly in certain cases when such limitations are prohibited by the rules of public policy. Under such circumstances only, MONISNAP' total liability will be limited to the amount that the Customer has actually paid in respect of the orders resulting in the loss or harm in question and legally recognised as proven, in respect of the application of such rules of public policy.

## **G. Termination**

### **G-1. No-fault termination**

Either Party is free to terminate the Services, provided that the Customer has paid for the Services performed by MONISNAP, that the proper notification channels are used and that 30 days' notice is given.

### **G-2. Termination for breach**

In the event of a breach of the General Terms and Conditions of Sale, MONISNAP reserves the right to unilaterally terminate the Service and close the Customer's account at any time without notice and without compensation.

## **H. Information - Complaints - Compensation**

All requests for information and details regarding the placing of orders or regarding the repayment of sums paid in respect of the Services must be sent to MONISNAP by electronic mail to [support-allo@monisnap.com](mailto:support-allo@monisnap.com) or by post at the address below:

MONISNAP SAS  
Service Réclamations  
5, rue de la Baume  
75008 Paris  
FRANCE

If You, the Customer, so expressly request, a reply to the complaint will be given within 30 working days by post.

If You remain unsatisfied at the end of this period, You may make a second request by registered letter with acknowledgement of receipt. Such requests will be processed within one month of receipt of the complaint.

You, the Customer, undertake to state your surname, first name, title, email address, username and the reference of the top-up order in question in any correspondence, either electronic or postal, in order to enable correct identification and your request to be processed. MONISNAP will be unable to deal with any incomplete requests.

## **I. Force majeure**

### **I-1. Principle and definition**

Neither Party will be held liable towards the other for non-performance or delay in performing an obligation contained in this Agreement where such is due to the actions of that party following the occurrence of a case of force majeure as described in Article 1148 of the French Civil Code.

The following are expressly deemed to be cases of force majeure or exceptional circumstances, besides those usually accepted by established legal precedent and the courts of France: blocked telecommunications including telecommunications networks, total or partial strike action, lock-out, riot, civil disturbance, insurrection, civil or foreign war, nuclear hazards, embargo, confiscation, seizure or destruction by any public authority, bad weather, epidemic, blocked transportation or supply channels for any reason whatsoever, earthquake, fire, storm, flood,

water damage, governmental or legal restrictions, legal or regulatory changes to sales methods, computer failure, any consequences of technological change that MONISNAP could not have foreseen undermining the standards of its business and any other unforeseen, unavoidable event outside of the Parties' control preventing the normal performance of their reciprocal obligations.

## **I-2. Implementation**

In the event of such a case of force majeure, the obligations stipulated herein are suspended. If the force majeure situation continues for a period of over one month, these General Terms and Conditions may be terminated mutually by either Party upon receipt by the other of a registered letter.

## **J. General Provisions**

### **J-1. Forbearance**

The fact that MONISNAP does not invoke any one of these General Terms and Conditions at a given time and/or tolerates a breach by the other party of any one of the obligations stipulated herein cannot be construed as a waiver by MONISNAP of its entitlement to subsequently exercise any of its rights set forth herein.

### **J-2. Independence of provisions**

The nullity of any one of the clauses hereof, particularly pursuant to a law or regulation or following a final and irrevocable legal ruling by a court having relevant jurisdiction, will not result in the nullity of the other clauses which continue in full force and effect.

### **J-3. Headings**

The sole purpose of the headings of the articles herein is for ease of reference and they have no contractual value or special meaning in or of themselves.

## **K. Applicable law and election of jurisdiction**

### **K-1. Applicable law**

These General Terms and Conditions of Sale are governed solely by the law of France to the exclusion of all other legislation, even for Customers residing in or who are nationals of other countries.

### **K-2. Language**

The official language of these General Terms and Conditions of Sale is French. The use of any other language is for information purposes only. In the event of issues over interpretation, the Parties will refer solely to the French document.

### **K-3. Court having jurisdiction**

Any dispute relating to the validity, interpretation, performance or non-performance of these General Terms and Conditions of Sale governing the relationship between the Parties will be submitted to the competent court having jurisdiction over the district in which the MONISNAP registered office is located.

This clause applies unless public policy provides otherwise, and without prejudice to the right of MONISNAP to instigate proceedings against any person infringing MONISNAP'