

TERMS OF USE

WARNING:

PLEASE READ CAREFULLY THESE TERMS OF USE OF THE SERVICES PROVIDED BY THE COMPANY ON THE SITE BEFORE ACCEPTING THEM. IF YOU DO NOT AGREE WITH THESE TERMS OF USE AND DO NOT WISH TO RESPECT THEM, YOU SHOULD NOT ACCEPT THEM, AND MAY NOT THEN MAKE USE OF THE SERVICES PROPOSED BY THE COMPANY ON THE SITE.

Last update: March, 19th 2018.

1. INTRODUCTION

I believe in you AG with shares with a capital of CHF 151'666.70, registered with the RCS Bern (Switzerland) under number CHE-245.517.163, whose head office is at Bern, Switzerland (hereinafter "the Company") publishes and operates the website FOSBURIT, available on the Internet at the following address: <http://www.fosburit.com> (hereinafter "Fosburit" or "the Site").

Fosburit acts as an intermediary between web users who wish to participate in financing Projects and Project Creators who are seeking a financial Contribution to fund the Project.

The purpose of these Terms of Use is to define the terms and procedures for providing these services to Users of the Site www.fosburit.com. The use of FOSBURIT or the services proposed on www.fosburit.com imply the full and entire acceptance of these Terms of Use by Users, including the stipulations of all notices applicable to the Site.

2. DEFINITIONS

For the purposes hereof, the words hereafter are defined as follows:

« **Banks** » credit institutions that hold funds collected by the Issuer corresponding to the Electronic Money in circulation. The institutions selected are currently Barclays, Crédit Mutuel Arkéa and ING Luxembourg. The Issuer reserves the right to select any other credit institution based in a European Union Member State or in a State party to the agreement on the European Economic Area. The current list of the selected credit institutions is available upon request at Leetchi Corp S.A.

« **Beneficiary** » any natural or legal person acting on their own behalf, designated by the User from among the clients of the Website, who receives Electronic Money as part of a Payment Transaction. Any Beneficiary can become a User as defined herein upon acceptance of the Framework Contract, subject to the Issuer approval. In certain cases, the Beneficiary may be the Distributor, in accordance with the Special Conditions.

« **Card** » bank, payment or credit card used by the User to pay to the Issuer the purchase price of the Electronic Money. This card belongs to one of the following networks: Visa, MasterCard, CB, Amex.

« **General Conditions of Use** » these General Conditions of Use for the Site applicable to Visitors, which may be viewed on the Site by any Visitor and to which Visitors must adhere in order to become Users.

« **Special Conditions of Use** » means the form to be filled out by the User on the Website containing his/her personal data: name, birthdate, valid email address, password.

« **Recompense** » as the case may be, any recompense offered by Project Owners to Users in exchange for their Contributions to the Project. Recompense is Project-specific and defined on a case by case basis on the Site, at the entire discretion of the Project Owner.

« **Contribution** » any cash sum collected by the Project Owner via the Site in view of financing one or more Projects proposed on the Site.

« **Commission** » also designates the commission owed by a User to the Distributor for a Transaction.

« **Electronic Money Account** » the Electronic Money Account opened by the Issuer in its books in the name of the User at the Distributor's request.

« **Intellectual Property Rights** » all intellectual property rights as stipulated in the French Intellectual Property Code and national agreements, including copyright, similar rights of performing artists and phonographic and videographic producers, brand rights, patents, commercial names (including Internet domain names and email address names), copyrights, moral rights, rights for all models, database rights and expertise whether registered or not or which could be registered or not, in all parts of the world.

« **Distributor** » I BELIEVE IN YOU AG, the Site operator, which enables its Users to open an Account, acquire Electronic Money issued by the Issuer via the Site, and use Electronic Money to carry out a Payment Transaction to a Beneficiary. To this end, the Distributor is authorised by the Issuer to distribute Electronic Money to Users of the Site.

« **Issuer** » Leetchi Corp. SA, Issuer of Electronic Money, approved as such in Luxembourg by the Commission de Surveillance du Secteur Financier (finance sector surveillance commission) under reference number 3812.

« **Personal Account** » a User's personal space on the Site. This can only be accessed with the Identifiers, and enables access to the services provided by the Company. It also enables Users to view and modify their own personal details.

« **Fees** » the fees payable to the Issuer for issuing and managing Electronic Money as detailed in these Conditions, subject to applicable regulations.

« **Login** » Means the data required for the Issuer to identify a User in order to carry out a payment Transaction, consisting of a user name (valid email address).

« **Business Day** » Means a calendar day, apart from Saturdays, Sundays and public holidays, in Metropolitan France

« **Mango Pay** » an Application Programming Interface (API) provided to I BELIEVE IN YOU AG by the Issuer for the purpose of implementing a payment function on the Site by issuing Electronic Money.

« **Tax Exemption Module** » Refers to pages on the Site where the Company provides information related to tax exemption on a Contribution to a Project on the Site.

« **Electronic Money** » the monetary value stored in electronic form on the Issuer's server, representing Users' account balance on the Site. Electronic Money is issued by the Issuer in exchange for the delivery of corresponding funds by the User.

« **Financing objective** » the total amount of Contributions sought by a Project Owner to carry out a Project, which can be collected from Users via the Site. The Project Owner chooses to express this objective either as a monetary goal or a number of Contributions.

« **Payment transaction** » the payment to a Beneficiary via an Electronic Money transfer from a User's Account to a Beneficiary's Account.

« **Party** » according to the situation, this means the Company and/or any User having accepted the General Conditions; "Parties" designates all of them.

« **Collection Period** » the period for each Project during which new Users can make Contributions via the Site and thus enable a Project Owner to achieve the Financing Objective necessary to carry out the Project.

« **Project Owner** » or « **Project Creator** » any individual or legal entity registered on the Site for the purpose of presenting and promoting one or more Projects to be achieved using the Contributions collected from Users via the Site.

« **Project** » any initiative with a lucrative or non-lucrative purpose, linked to sports, supported by a Project Owner and published on the Site in accordance with the General Conditions of Use.

« **Reimbursement (s)** » the repayment by the Issuer of all or part of the Electronic Money held by a User.

« **Withdrawal** » a request for the transfer to their bank account by Beneficiaries of all or part of the Electronic Money balance held by the Issuer, from which all applicable costs have been deducted, and subject to applicable regulations.

« **Service(s)** » all the Services proposed on the Site, whether or not in exchange for money.

« **Company** » I BELIEVE IN YOU AG with shares with a capital of CHF 151'666.70, registered with the RCS Bern (Switzerland) under number CHE-245.517.163, whose head office is at Bern, Switzerland.

« **Transaction** » a Transaction carried out by a User according to the provisions of the General Conditions of Use for the Site, giving rise to a Payment Transaction.

« **FOSBURIT** » or « **the Site** »: the community Site exclusively owned by the Company, accessible on the Internet at the address <http://www.fosburit.com>, whose purpose is to enable Project Owners to promote their sports Projects and Users to contribute financial support to these Projects through Contributions via the Site.

« **User** » all Project Owners and Users registered on the Site provided that they have agreed to the General Conditions.

« **Visitor** » any person who visits the Site to view the content and information published on the Site without being registered or prior to registering on the Site as a User.

3. OBJECT AND SCOPE OF APPLICATION

The purpose of these General Conditions is to define the terms and procedures for providing these services to Users of the Site in order to:

- Enable Project Creators to post one or more sports-related Projects on the Site for which they are seeking funding;
- Propose that web users become Users of the Site and financially support one or several Projects by making a Contribution.

These General Conditions of Use (hereinafter the "General Conditions") apply without reservation or restriction to all the Services proposed by the Company on its Site www.fosburit.com, except for special conditions applicable to certain Services.

These General Conditions take precedence over all other general or specific conditions not expressly approved by the Company.

Subscription to the Services is solely reserved for Users who have read the General Conditions of Use in their entirety and accepted them unreservedly.

These General Conditions of Use take effect following their publication on the Site and shall remain in force until their partial or total modification by the Company.

4. ACCESS AND SUBSCRIPTION CONDITIONS

4.1. Visitor Access

The Content of the Site is freely accessible to any Person without signing in as a User. A Visitor has to sign in as a User to create a Project or back a Campaign on the Site.

Any Person who visits the Site is bound to respect these General Conditions of Use, laws, and regulations including third party rights and intellectual property rights.

The Company reserves the right to suspend or limit access to the Site if Users fail to respect any of the obligations stipulated by these General Conditions of Use.

4.2. User subscription

In order to Back a Project or to create a Campaign for their own Project Users must create a free account on the Site. Subscribing requires having read and agreed to these General Conditions of Use without any restriction.

Users subscribe by completing an online form or using the Facebook Connect plug-in. When registering, Users and Project Creators should provide accurate information, must fill in all mandatory fields in the registration form, and must inform the Company if they change the information after they have signed in.

Subscription is open to Individuals or Legal Persons. Users who are individuals must be of age and have the legal capacity to conclude a contract. Representatives of Users that are legal entities certify that they hold all the necessary rights to conclude this agreement in the name of the legal entity they represent.

The Company is the sole decision-maker regarding the registrations of Users and Project Creators it accepts: there can be no appeal or compensation of any kind.

Users who make Contributions to financially support a Project accept that the Company will communicate the necessary personal data of such Users to the Project Creator, so that they can receive the Reward stipulated in the Project.

The Company reserves the right to give access to data collected in case of strict technical necessity, in case of Site maintenance, and in order to allow the Site to work without incident. In certain justified

situations, the Company can transmit these data to “authorized third parties” (including fiscal administration).

When they create an account, Users choose or are allocated a user name and password (hereinafter "Identifiers"). These identifiers are personal and confidential, and may only be changed at the Users' request or on the Company's initiative.

In order to use the Services, Users must possess the equipment, software and settings required for the proper functioning of the Site. Users must possess the skills, hardware and software required for the use of the Internet. Users declare they are aware of the characteristics and constraints of the Internet.

5. CONDITIONS APPLICABLE TO PROJECT CREATORS

5.1. Nature of the Services proposed to Project Creators

The Site enables Users who so choose to present their sports-related Project(s) in order to distribute, promote, and finance a Project on the Site.

The conditions applicable to Project Creators only concern Projects supervised by Project Creators who create and supervise a community of Users supporting their Project on the Site. The Company only takes action as a technical intermediary by providing Project Creators with an online platform enabling them to finance, distribute, and promote a Project on one or more webpages dedicated to that Project.

5.2. Creating projects

Project Creators wishing to create a Project Page to promote their sports-related Projects and obtain financing submit to the Company, for publication on the Site, a detailed description of the nature, objectives, main characteristics, roll-out, and sports-related goals of the Projects they intend to develop with support from Users.

In order to be accepted by the Company for any promotion on the Site, Project Creators will supply in a clear and accurate manner for each Project proposed: a description of the Project, the minimum amount of Pledges required for the Project to be considered as financed, the Campaign Period and the proposed Rewards.

The Project's characteristics and parameters are submitted for prior approval by the Company, which has no obligation to give a reason for any refusal and provides Users no guarantee as to the success of the Project or the authenticity of the information presented by the Project Creator. The selection process is essentially designed to verify the consistency and quality of the Project and is not intended to verify the viability, feasibility or authenticity of the Project proposed.

Once published on the Site, the main characteristics of Projects can no longer be modified. Except with the agreement of the Company and if these modifications aim solely to boost or make easier the achievement of the Project's objectives, Project Creators won't be able to modify Projects.

It is the responsibility of Project Creators to ensure that they hold all the rights required for publishing the Project on the Site, and that they are in compliance with all the laws and regulations applicable to the Project concerned. In particular, Project Creators shall refrain from publishing Projects that infringe on current laws and regulations, could damage human dignity or the private life of any person, contravene moral standards, or incite or engage illegal activity or any other activity that could harm the rights of the Company and its co-contractors, of other Users and more generally of any third party.

In addition, Project Creators are entirely responsible for the presentation of Projects published on the Site and must ensure that this presentation does not mislead Users. Project Creators acknowledge that the provision of misleading, incomplete or erroneous information could engage their liability with regard to the Company and Users, and assume entire responsibility for the consequences of any omission or negligence in this respect.

In the event of the death or incapacity of Project Creators or the occurrence of any accident or other event making them unable to carry out the Project, the Company is authorised to suspend any campaign already under way.

More generally, the Company may, at its discretion, cancel any campaign under way and remove a Project if the Project Creator is seen to be infringing on these conditions. In this event, all the Contributions registered will be immediately cancelled, the Backers concerned reimbursed, and the Project Creator in question may not claim the sums collected.

5.3. Promotion on or outside the Site

Through this agreement, Project Creators accept that the content and information provided can be freely exploited by the Company for the purpose of promoting the Project on the Site or outside the Site

Project Creators thus exclusively grant the Company the rights to use, copy, adapt, publish, or broadcast the elements they mentioned, at no cost, for the entire world and for the entire period of this agreement.

In addition, Project Creators expressly authorise the Company to carry out promotion and/or publicity for the Project, and to use the content to distribute advertising, commercial, and/or promotional messages relating to the products or services of third parties.

Project Creators also expressly accept that the content and information supplied are used on the Site with the presence of brands or logos of the Company's partners.

5.4. Completion of Projects/Obligations of Project Creators

Project Creators agree to meet all their obligations to Users, particularly to accomplish the Project as initially defined and provide them with the Reward described in the Project, when applicable.

Should Project Creators be unable to provide Users with the promised Reward, they expressly undertake to reimburse them in full and accept that the Company will in no way assist them in this action.

The Company is not responsible for the actions of Project Creators, who remain solely responsible as regards the terms they agreed upon with Users while collecting Contributions via the Site. Project Creators agree not to propose or provide any Recompense that is illegal, of a sexual, racist, discriminatory, defamatory, harmful or xenophobic nature, incites people to violence, damages the image of third parties, jeopardises public order or public decency, infringes any laws, violates professional secrecy, brand ownership or rights, patents or any other intellectual or industrial creation belonging to third parties, or which is dangerous or has been falsified.

The Company is not responsible for the actions of Project Creators, who remain solely responsible as regards the terms they agree upon with Users while collecting Contributions via the Site.

Consequently, any risk involved in the development and running of the Project, together with any postponements or cancellations, is entirely assumed by the Project Creators.

Project Creators agree not to propose Projects or related Projects on any other crowdfunding website or platform.

6. Conditions applicable to Contribution collection and monitoring services

6.1. Collection of Contributions

Users are entirely free to choose the amount and allocation of their Contributions. If applicable, they can choose the level of Recompense proposed by the Project Creator, however the amount of the Contribution paid must be equal to or higher than the value of the Reward chosen.

By accepting these Conditions, Users declare that the source of the funds they use on the Site is not illegal, and undertake not to use the Site for any illegal or fraudulent activity, including money laundering. It is emphasised that the Company is only an intermediary between Project Creators and Users as regards the promotion of a Project. Consequently, Users may not seek the Company's liability if Project Creators fail to meet their obligations.

6.2. Rules governing Contributions from Users

The Company does not receive commissions from Users on the Contributions collected, which are the responsibility of the Project Creators.

Contributions are made using one of the payment methods proposed for the Project concerned, for example a bank card and/or PayPal, and/or payment by cheque, and/or any other payment method already proposed on the Site or subsequently integrated into the service.

6.3. Payment by bank card or direct debit

The Site has chosen the MANGO PAY system of Leetchi Corp. SA to manage the services involving monetary payment by bank card or direct debit in Euro.

For payments processed in euro, the Site thus enables its Users to become Electronic Money unit holders, which they can allocate as Contributions to a Project in a few clicks. In using the bank card or direct debit payment system proposed on the Site, you must accept the Special Conditions of Use for the Leetchi MANGO PAY Electronic Money service detailed below.

6.4. Special Terms and Conditions of Use for the Leetchi MangoPay Electronic Money service:

6.4.1. Preamble

The Special Terms and Conditions of Use for the Leetchi MangoPay Electronic Money service are concluded between:

The customer, a natural person being of age and having full capacity, resident in a European Union Member State or in a State party to the Agreement on the European Economic Area or an equivalent third country, or a legal person registered in one of these states, who wishes to use Electronic Money issued by Leetchi Corp S.A. as a means of payment on the Website.

hereinafter referred to as "You" or the "User", on the one hand; and,

Leetchi Corp. S.A., a public limited liability company incorporated under Luxembourg law, with a share capital of 500,000 euros and registered offices at 59 Boulevard Royal L-2449, listed under number B173459 in the Luxembourg Trade and Companies Register, authorised to conduct its business in France under the freedom of establishment, as an electronic money institution approved by the Financial Sector Supervisory Commission, 110 route d'Arlon L-1150 Luxembourg, www.cssf.lu,

hereinafter referred to as the "Issuer", on the other hand; Hereinafter

jointly referred to as the "Parties",

Please carefully read these General Terms and Conditions for the Use of Electronic Money and the Financial Conditions communicated to you on the Website before accepting them.

Please note that the language used to communicate with the Issuer is either French or English.

6.4.2. Purpose of the Special Terms and Conditions of Use for the Leetchi MangoPay Electronic Money service

The purpose of these General Conditions of Use of Electronic Money is to define the conditions under which the Issuer provides the User with a means of payment exclusively accepted by the Beneficiaries in the context of their relationships established through the Website.

The proposed means of payment must be consistently prepaid by the User and will not be subject to any advance, credit or discount. It is based on the Electronic Money issued and managed by the Issuer.

The Issuer has mandated the Distributor to offer this means of payment to customers of the Website, to facilitate the conclusion thereof and to assist the Users for the duration of their relationship with the Issuer.

These General and Special Conditions of Use of Electronic Money constitute the whole Framework Contract entered into between the Parties regarding the issue, use and management of the Electronic Money issued by the Issuer.

The User can, at all times and without any supplemental fees, obtain a copy of these documents on the Website. Only the Framework Contract shall be valid in case of litigation.

6.4.3. User registration for the Leetchi MANGO PAY Electronic Money service

6.4.3.1. Necessary preconditions for User registration

Any natural person of at least 18 (eighteen) years of age, legally competent, as well as any legal person, resident of or registered in a European Union Member State or in a State party to the agreement on the European Economic Area, can request to open an Account, provided that they are a customer of the Website.

The User, a natural person, will be deemed to be acting exclusively for non-professional purposes.

6.4.3.2. Registration procedure and procedure for opening an Account

The customer must provide the Distributor with:

- His/her surname, name, email address, date of birth and nationality (for natural persons) or
- The name, corporate form, capital, head office address, business description, identities of associates and executives, as well as a list of beneficial owners as defined by the regulations (for legal persons), if the Distributor is not already in possession of this information.

The customer must indicate a Login, consisting of a User name and a password, or connect via his/her Facebook account. He/she is solely responsible for maintaining the confidentiality of his/her Login. He/she agrees not to use the Account, name or Login of another User at any time, nor to disclose his/her Login to a third party. He/she agrees to immediately inform the Distributor in the event that he/she suspects an unauthorised use of his/her Login via the following email address: contact@fosburit.com. The User is solely responsible for the use of his/her Login.

After carefully reading the Framework Contract, the customer must accept it in accordance with the terms specified on the Website and must provide all information and relevant documents requested from him/her by the Distributor. By accepting the terms of the Framework Contract, the customer agrees that the Distributor transmits his/her application to register as a User to the Issuer, together with all supporting documents received.

Only the Issuer can accept the registration of a customer of the Website as a User and open an Account in his/her name. The Distributor will notify the User of this agreement by any means in accordance with the terms specified on the Website.

The Issuer may, without stating reasons and with no right to compensation for the customer, refuse an application to register as a User and to open an Account. The customer will be notified of this refusal by the Distributor by any means in accordance with the terms specified on the Website.

In addition, the Issuer reserves the right to ask the User, before any registration and at any point in the duration of the Framework Contract, for supplementary information and identification data for the purposes of identity checks, as well as any supporting documents that he/she may deem necessary.

The User declares upon submission of his/her request to register to the Distributor and throughout the duration of the Framework Contract that:

- (a) he/she is at least 18 (eighteen) years old and legally competent;
- (b) he/she is acting on his/her own behalf;
- (c) all information provided during registration is true, accurate and up-to-date.

6.4.3.3. Account use limitations

At the Issuer's discretion, a User who has not provided all the required documents as listed below may be expressly authorised by the Issuer to use his/her Account for the purchase of goods or services up to a limit of 2,500 Euros of Electronic Money held by a User within the same civil year, provided that this Electronic Money has not been subject to requests for reimbursement exceeding 1,000 Euros per civil year.

Upon receipt of all the documents listed below and provided that they are deemed satisfactory by the Issuer, the User may initiate reimbursements exceeding 1,000 Euros per civil year and hold an amount of Electronic Money exceeding 2,500 Euros per civil year. These Reimbursements will only be granted if the purchase or Reimbursement of Electronic Money is carried out to or from an account opened in the User's name with Payment Services Provider established in a European Union Member State or in a state party to the agreement on the European Economic Area or in a third country that imposes the equivalent requirements regarding money laundering and the financing of terrorism.

The documents required for any User who is a natural person in accordance with the above are as follows:

- A copy of an official and valid identity document (e.g. identity card, driving licence, or a passport for nationals of a country outside the European Union),
- And, on request, a proof of residence which is less than 3 months old.

The documents required for any User who is a legal person in accordance with the above are as follows:

- An original or copy of an extract of the official register, less than three months old and stating the name, legal form, head office address and the identities of associates and executives;
- A certified copy of the statutes and any decisions appointing the legal representative;
- A copy of the legal representative's identity card or passport and, where appropriate, of the beneficial owner.

It is expressly provided that the Issuer retains the right to request at any time additional documents regarding the User, the Beneficiary, the beneficial owner or any Payment Transaction or Reimbursement.

The Beneficiary is considered to be the beneficial owner as defined in the regulations. Where appropriate, the Beneficiary agrees to provide his/her email address, date of birth and nationality, as well as the postal address of the person to whom the Beneficiary will pay the funds.

6.4.4. Operation of the Account

6.4.4.1. Purchase of Electronic Money

Electronic Money can be purchased by Card (or any other means accepted by the Issuer), in one or more instalments.

To carry out such a transaction, the User will identify him/herself on the Website by using its User name (valid email address) and password, or by connecting through its Facebook account.

The money transfer order is entered on a dedicated payment Page. For any payment, the User may be asked to enter a single-use code on such page, received on his/her mobile phone. Where

applicable, it is the responsibility of the Issuer to refuse any payment at its sole discretion and without giving rise to any right to compensation. The transaction is carried out by the Card issuer. Any dispute concerning such transfer must be notified to the said Card issuer. The Issuer is not entitled to cancel such a transfer. Notwithstanding the foregoing, the User may receive a Reimbursement of Electronic Money in accordance with article 4.4.

The registration of Electronic Money in the User's name is subject to the actual receipt of funds collected less the costs agreed in the Financial Conditions.

In the event that the transfer of funds is cancelled by the Card issuer following a dispute, for whatever reason, the Issuer may, upon receipt of the information, suspend or cancel any payment Transaction, close the Account concerned, debit, at any time, the Account for the amount of Electronic Money corresponding to the funds of the cancelled transfer and recover the amount due from the User by any means.

6.4.4.2. Functioning of the Account

The Electronic Money is stored for an indefinite duration on the User's Account by the Issuer under the agreed Financial Conditions.

The Electronic Money purchased is credited to the User's Account, following the receipt of the funds transferred by Card (or any other means accepted by the Issuer). The amount to be credited is equal to such funds less the corresponding costs as provided in the Financial Conditions.

Upon the User's Order, the Electronic Money corresponding to the amount of the Payment Transaction or Reimbursement is debited from its Account and the related costs, as provided in the Financial Conditions.

The Issuer is entitled, at any time, to reimburse an amount of available Electronic Money on the Account equal to the charges due and payable, as provided in the Financial Conditions.

The amount of Electronic Money available on the Account is automatically adjusted based on the Orders transmitted to the Issuer (or in the process of being transmitted), the Electronic Money issued, any charges due and payable and any cancellation of one of the aforementioned transactions hereunder.

6.4.4.3. The use of Electronic Money to carry out a payment Transaction

Before transmitting an Order, the User must be sure to have a sufficient amount of Electronic Money available to cover the Payment Transaction amount and the related costs as agreed in the Financial Conditions.

Where appropriate, the User must acquire a sufficient amount of Electronic Money in accordance with article 4.1 before an Order can be legitimately transmitted to the Issuer for execution. The Electronic Money may be issued and stored by the User, provided that, the corresponding funds, are duly received by the Issuer. The Electronic Money may in no way be issued on the basis of a credit granted to the User.

As such, if the amount of available Electronic Money, at the date of execution of the Order by the Issuer, is lower, than the amount of the Payment Transaction (fees included), the Order is automatically refused by the Issuer. The information about this refusal is made available to the User on the Website. This refusal may give rise to additional fees in accordance with the Financial Conditions.

The transmission terms of an Order by the User are as follows:

When carrying out a Payment Transaction, the User logs on to the Website by entering his/her Login and password or by connecting through his/her Facebook account. The User completes the relevant form on the payment Page and, where appropriate, provides the supporting documents requested by the Issuer. The form should include the following components:

- the Payment Transaction amount, the currency, which may only be the currency of the Electronic Money, the details required to identify the Beneficiary, the date of execution of the Order and any other required information. The Order becomes irrevocable when the User clicks on the validation tab on the form. The User then receives a confirmation email on a date referred as the 'Date of Receipt'.

In certain cases, the User may fill in a single form containing the purchase of electronic money as provided in article 4.1 and a Payment Transaction Order in compliance with the previous paragraph.

Execution of the Order

The Electronic Money is debited from the User Account to be credited to the Beneficiary Account, following the User instructions. As such, the Beneficiary may open an Account in accordance with article 3.2 in order to receive the Electronic Money if he/she is not already a User. Where appropriate, the funds corresponding to the Electronic Money transferred to the Beneficiary can be directly reimbursed to a bank account or a payment account opened in the name of the Beneficiary upon the receipt by the Issuer of the relevant account details. For this purpose, the Beneficiary must provide the IBAN number and SWIFT code of his/her bank or payment account as well as his/her address. This account must be opened by a bank or a payment institution, based in a European Union Member State or in a State party to the agreement on the European Economic Area.

It is agreed between the Parties that the Payment Transaction will be executed, at the latest, two (2) Business Days following the Date of Receipt if the Beneficiary has an Account. Where appropriate, the Date of Receipt will be deferred to the opening of the Account or to the date the Issuer receives the bank or payment account details of the Beneficiary to whom the funds are due.

If the Date of receipt is not a Business Day, it will be considered to be the following Business Day for any Order issued after 12pm.

6.4.4.4. Transmission and execution of a Reimbursement Order

When the User wishes to transmit a Reimbursement Order, the User identifies him/herself on the Website by indicating his/her Login and password or by connecting through his/her Facebook account.

The User completes the relevant form on the payment Page and, where appropriate, provides the supporting documents requested by the Issuer. The form must contain the following components: the Reimbursement amount, the currency, which may only be the currency of the Electronic Money, the date of execution of the Order and any other required information. The Order becomes irrevocable when the User clicks on the validation tab on the form. The User then receives a confirmation email on a date referred as the 'Date of Receipt'.

The Reimbursement of electronic money purchased by Card by a User will occur by crediting the Card used by the User to purchase such Electronic Money.

Where applicable, it will be carried out by money transfer to the bank account or payment account of the Beneficiary, whose contact details will be notified to the Issuer ('Date of notification'). It is agreed between the Parties that the Reimbursement will be carried out, at the latest, two (2) Business Days following the Date of Receipt or of notification as appropriate.

If the Date of Receipt is not a Business Day, it will be considered to be the following Business Day for any Order issued after 12pm.

6.4.4.5. Withdrawal of an Order

An Order may not be withdrawn by the User after the date, on which it is deemed irrevocable as indicated above.

6.4.5. Login objection, Transaction dispute and Reporting

6.4.5.1. Login objection

The User must inform the Distributor of the loss or theft of his/her Login, or misuse or unauthorised use of his/her Login or data as soon as he/she becomes aware of this fact in order to request that the Login be blocked. Such a declaration should be made:

- by telephone call to the customer service of the Distributor at the number indicated in the Special Conditions;

or

- directly by email through the contact form available on the Website.

The Issuer, through the Distributor, will immediately execute the objection request for the Login concerned. The event will be recorded and time stamped. A time stamped objection number will be communicated to the User. A written confirmation of this execution of the objection request will be sent from the Distributor to the User concerned by email. The Issuer is responsible for the file at an administrative level and retains all the data for 18 (eighteen) months. Upon written request by the User and before expiration of such a deadline, the Issuer will communicate a copy of this objection.

Any objection request shall be confirmed without delay by the User concerned, via a letter signed by the latter, handed over or sent by registered mail or email to the Issuer at the postal address mentioned at the beginning of this document or at the address indicated in the Special Conditions.

The Issuer and Distributor shall not be held liable for the consequences of any objection made by fax or email by a person who is not the User.

An objection request is deemed to be made at the date and hour of its actual receipt by the Distributor. In case of theft or fraudulent use of the Login, the Issuer is entitled to request, through the Distributor, a receipt or a copy of the complaint from the User who undertakes to respond as soon as possible.

6.4.5.2. Transaction Dispute

For any claim concerning Payment Transactions or Reimbursements executed hereunder by the Issuer, the User is advised to consult the customer service of the Distributor or the address indicated for this purpose in the General Conditions of the Website.

If an Order is executed by the Issuer containing errors committed by the latter, the Order will be cancelled and the Account will be restored to its former state before the receipt of the Order. The Order is then resubmitted correctly.

A User who wishes to dispute a Payment Transaction not authorised by him/her shall contact the customer service of the Distributor by telephone (contact details shown on the Website) as soon as possible after becoming aware of the anomaly and within 13 months of the date of the Account registering the Payment Transaction. This time period applies outside the European Economic Area (not including Saint Pierre and Miquelon and Mayotte) or to a User acting for professional purposes. After validation of the legitimacy of the request, the Issuer will cancel the Order and restore the Account with temporary credit to the amount it would contain if the disputed transaction had never been executed. After investigation of the validity of the dispute the Issuer will adjust the Account accordingly and is authorised to reverse any unduly implemented entries.

In the event of a loss or theft of the security measure (Login and password), unauthorised transactions carried out before notification of the dispute are the responsibility of the User, up to a maximum of 150 Euros. However, the Issuer may not be held liable in case of any fault of the User, such as wilful neglect or gross negligence with regard to his/her obligations, late submission of the dispute or bad faith. In the case of loss or theft or misappropriation of the personalised security measure, losses arising from orders submitted before the D by the User are borne by the Issuer, except in case of misconduct, as defined above. Transactions carried out after the dispute are borne by the Issuer except for cases of fraud.

The User may dispute an authorised transaction whose exact amount is undefined or those whose final amount is not that which he/she could have reasonably expected taking into account his/her profile, previous expenditures and the Framework Contract conditions. This request must be submitted to the Issuer within 8 weeks of the execution of the Order on the Account. The Issuer must reimburse the User within a period of 10 Business Days after receipt of the request, if the latter proves justified, taking into account the regulations, and whether the request consists of all the components necessary for examination by the Issuer. The Issuer reserves the right to refuse such a reimbursement, which will be explained and notified to the User. The latter will provide the necessary information in order to determine the circumstances of the Payment Transaction. The fees resulting from the Payment

Transactions concerned, are not reimbursed by the Issuer. The fees indicated in the Special Conditions may be collected in the case of a non-justified Transaction dispute.

6.4.5.3. Reporting

The User may access, at any time, on its personal page on the Website, the indicative amount of Electronic Money available on his/her Account.

The User has, on his/her personal page on the Website, a statement of Payment Transactions carried out on the Account. The User is advised to pay careful attention to the list of these Transactions.

The Issuer shall make available to the User upon written request a monthly statement of the Account, covering the 13 previous months.

6.4.6. Amendment of the Contract

The Issuer reserves the right, at any time, to amend the General Conditions of Use of Electronic Money. Such amendments are made available by the Distributor to all Users on the Website. Any User may refuse the amendments proposed and must notify the Distributor's customer service of its refusal by registered letter with an acknowledgement of receipt two months before the date the proposed amendments come into force (date as per postmark) to the address of the head office of the Issuer indicated on the first page. The two months period starts from the date on which the amendments are made available to the Users on the Website.

In the event of failure to notify his/her refusal before the end of the two months period come into force, the User is deemed to have accepted the proposed amendments.

The relationship between the Parties after the date the amendments come into force shall be governed by the new version of the General Conditions of Use.

It is therefore important that the User reads his/her emails and regularly reads the General Conditions of Use of Electronic Money available on the Website at any time.

In case of refusal by the User of the amendments, without fees, this refusal may give rise to the cancellation of the General Conditions of Use of the Electronic Money, and to the Reimbursement of Electronic Money belonging to him/her.

6.4.7. Security

The Issuer undertakes to provide its services in accordance with the applicable and professional laws and regulations. In particular, the Issuer will make every effort to ensure the security and confidentiality of the User's data, in compliance with current regulations in force.

The Issuer reserves the right to temporarily suspend access to the Account on line for technical, security or maintenance reasons, without these operations being eligible for any compensation. The Issuer will limit this type of interruption to a necessary minimum.

The Issuer cannot, however, be held liable to the User for possible errors, omissions, interruptions or delays produced by the Website resulting in an unauthorised access to the latter. Nor can the Issuer be held liable for thefts, destruction or unauthorised communications of data arising from unauthorised access to the Website. In addition, the Issuer will remain uninvolved in the existing legal relationship

between the User and the Beneficiary of the payment Transaction. The Issuer cannot be held liable for faults, wilful default or negligence of the User or Beneficiary towards each other.

The Distributor is solely responsible for the security and confidentiality of the data exchanged within the framework of the use of the Website, in accordance with the General Conditions of the Website; the Issuer is responsible for the security and confidentiality of the data that he/she exchanges with the User within the context of these General Conditions in respect of the creation and management of the Account, as well as the payment Transactions associated with the Account.

6.4.8. Limitation of Issuer liability

The Issuer will not intervene in any way in the legal and commercial relationships and any litigation arising between the Beneficiary and the User. The Issuer has no control over the compliance, security, legality, characteristics and appropriateness of the products subject to a Payment Transaction. In this respect, it is up to the User to obtain all useful information before proceeding to the purchase of a product or service, the collection of funds or any other transaction, in full knowledge of all the considerations involved. Any transaction carried out by the User gives rise to a contract directly formed between him/her and the Beneficiary(s) with whom the Issuer has no contact. The latter cannot, under any circumstances, be held liable for the non-performance or poor execution of obligations that may result, nor possible damages caused to the User in this respect.

Notwithstanding any provision to the contrary in the present Contract, the responsibility of the Issuer with regard to a User is limited to the repair of direct damages as provided by the regulations.

6.4.9. User Commitments

The User guarantees that no part of its profile on the Website will harm the rights of third parties or is contrary to the law, to public order or to accepted principles of morality.

He/she undertakes not to:

- Execute the Contract in an illegal manner or in conditions that are likely to damage, deactivate, overload or impair the Website;
- Assume the identity of another person or entity, falsify or conceal his/her identity or age, or create any false identity;
- Disseminate personal data or information concerning a third party, such as postal addresses, telephone numbers, email addresses, bank card numbers etc.

In the event of User default, the Issuer reserves the right to take any appropriate measures in order to stop the relevant actions. He/she will also be entitled to suspend and/or block access to the Account.

6.4.10. Duration and Termination

The General Conditions of Use are concluded for an unlimited period. They are applicable from the date of receipt by the User of the email confirming his/her registration.

The User can terminate the Framework Contract, at any time, and subject to compliance with a notice period of 30 (thirty) calendar days. The Issuer can terminate the Framework Contract, at any time, subject to compliance with a notice period of two months.

Such termination shall also constitute the termination of the entire Framework Contract and consequently the closure of the Account.

In order to do this, each Party shall transmit a notice of termination to the other Party by registered letter with an acknowledgement of receipt, to the postal and email address indicated in the Special Conditions.

The User shall indicate his/her bank or payment account details in the termination letter enabling the Issuer to reimburse him/her with the available Electronic Money. In the absence of such information, the Issuer shall follow the Reimbursement instructions entailing the reimbursement by credit to the Card used for the purchase of Electronic Money. The Issuer has no more obligation after having

confirmed with the User the transfer to the bank account indicated or the credit to the Card of the amount of the Electronic Money.

In the event of gross default, fraud or lack of payment on the part of the User, the Issuer reserves the right, without cause or prior notice, to suspend or terminate these conditions by sending an email accompanied by a registered letter with acknowledgement of receipt.

In the event that a successor to the Issuer is nominated to issue the Electronic Money distributed on the Website, it is the responsibility of the Distributor to obtain the User's express written consent to this change, about the amount of Electronic Money available and to indicate the arrangements for the transfer of funds corresponding to the available Electronic Money to the Issuer.

It is envisaged that the Framework Contract will be automatically terminated in the event of new circumstances affecting the ability of one Party to commit to these conditions.

6.4.11. Right of Withdrawal

The User has a period of 14 (fourteen) calendar days to withdraw the Contract, without having to either justify any reason or sustain any penalty. This deadline for withdrawal shall start from the day of the User registration.

The User must notify a request of withdrawal within the prescribed deadline to the Distributor's customer service by telephone or email and send a letter of confirmation to the address of the customer service of the Distributor. In respect of the exercise of a right of withdrawal by the User, the Framework Contract will be resolved without fees.

In the event that a User has already benefited from the service and is in possession of Electronic Money at the date of the withdrawal, he/she must transmit his/her bank account details to the Distributor in order to allow the Issuer to reimburse the User with Electronic Money.

6.4.12. Anti money laundering and terrorism financing

The Issuer is subject to the entire French and Luxembourg legislation regarding the combating of money laundering and the financing of terrorism.

Pursuant to the provisions of French and Luxembourg law relating to the participation of financial institutions in combating money laundering and the financing of terrorism, the Issuer must obtain information from any User, for any transaction or business relationship, of the origin, purpose and destination of a transaction or opening of an Account. In addition, the Issuer must take all the steps necessary to identify the User and, where appropriate, the Beneficiary owner of the Account and/or any payment Transactions linked to the latter.

The User recognises that the Issuer can, at any time, stop or delay the use of a Login, access to an Account or the execution of a Transaction or a Reimbursement in the absence of sufficient information pertaining to its purpose or nature. He/she is informed that a transaction carried out within the framework of these conditions may be subject to the national financial intelligence unit's right to disclosure.

The User can, in accordance with the legislation, access all of the information disclosed, provided this right to access does not undermine the purpose of the fight against money laundering and terrorism financing of terrorism, where this data concerns the applicant.

No prosecutions or civil liability actions can be brought, nor any professional sanction taken against the Issuer, its managers or employees who have reported their suspicions in good faith to the national authority.

6.4.13. Personal data and professional secrecy

The User's personal data provided in connection with the opening of the Account, are used by the Issuer for the purposes of managing his/her Account, payments Transactions and Reimbursements.

The User agrees, that his/her contact details and personal information obtained by the Issuer in connection with the Contract, may be transmitted to operational providers, with whom the latter is in a contractual relationship, with the sole purpose of executing Payment Transactions and services, provided that these third party recipients of personal data, are subject to regulations guaranteeing a sufficient level of protection. The list of the third party recipients of the User's data is available upon request from the Issuer's compliance manager at the following address: contact@leetchi-corp.com. This information is stored by the latter or by any company authorised to do so, in accordance with legal and regulatory rules.

The User will be informed prior to any transfer of his/her personal data outside the European Union. In such a case, the Issuer undertakes to respect the regulations in force and to put in place any measure necessary in order to guarantee the security and confidentiality of data transferred in such a way.

Certain information collected and held by the Issuer thereunder may give rise to the rights of access and correction. Any User may, at any time, obtain a copy of the information pertaining to him/her upon request addressed to the Issuer's customer correspondent at the following address: contact@leetchi.com. He/she may request the deletion or correction of this information by letter to the address found at the beginning of this document. The User may, at any time, object to receiving commercial solicitations, amend his/her contact details or object to their disclosure by sending a notification by registered mail or e-mail followed by an acknowledgement of receipt to the customer service address of the Issuer.

The Issuer will store the personal information and data for a maximum legal or regulatory period applicable depending on the purpose of each type of data processing.

The conditions for the collection, possession and access to personal data obtained by the Distributor and under his/her responsibility in terms of accessing the Website, are governed by the General Conditions of the Website as well as the privacy policy, which is available on the Website.

6.4.14. Inactive Accounts

Any Electronic Money unit Account that is inactive for a period of 12 (twelve) months will receive a notification of inactivity by email from the Issuer followed by a reminder a month later.

If there is no response or use of available Electronic Money within this period, or in the event of the death of the User, the Issuer may close the Account and keep it active for the sole purpose of the Reimbursement of Electronic Money. The right of Reimbursement might pursuant to the law of the residence of the User be destroyed following a legal delay starting from the last transaction on the Account. In the event of death, the Electronic Money can only be reimbursed to the User's assignee.

The Account will not permit the further use of Electronic Money.

6.4.15. Force majeure

The Parties shall not be held liable, or considered to have failed under these conditions in the event of delay or non-performance when their cause is related to a force majeure situation as defined by the case law of the French courts.

6.4.16. Independence of contractual provisions

If any of the provisions hereof is held invalid or unenforceable, it shall be deemed unwritten and will not invalidate the other provisions.

If one or more of the provisions hereof lapses or is declared as such under any law or regulation or following a final decision granted by a competent jurisdiction, the other provisions will retain their binding force and scope. The provisions considered null and invalid would then be replaced by provisions closest in scope and meaning to those initially agreed.

6.4.17. Protection of funds

The collected funds are protected against any claims from other creditors of the Issuer, including in the event of enforcement proceedings or insolvency proceedings against the institution. The User's funds are deposited at the end of each Business Day into an account opened with a Bank and are ring fenced by it.

6.4.18. Non-transferability

The Framework Contract cannot be subject to a complete or partial transfer by the User, whether against payment or free of charge. It is therefore forbidden to transfer to a third party any rights or obligations that the User owns hereunder. In the event of breach of this prohibition, in addition to the immediate termination hereof, the User may be held liable by the Issuer.

6.4.19. Fees

The services offered hereunder are charged by the Distributor on his/her behalf and on the behalf of the Issuer in accordance with the Financial Conditions.

The Fees due by a User to the Issuer may be paid with available Electronic Money (stored on the User Account) reimbursed at the Issuer sole discretion.

6.4.20. Protection of collected funds

The collected funds are protected against any claims from other creditors of the Issuer, including in the event of enforcement proceedings or insolvency proceedings against the institution.

6.4.21. Agreement of proof

All data held in a permanent, reliable and secure manner in the computer database of the Issuer relating, in particular, to the payment orders and confirmations received by the User, notices sent, Access, Withdrawal and Reimbursement will prevail between the parties until proven otherwise.

6.4.22. Complaints and arbitration

The User is invited to send any complaint to the customer relations service indicated in the Special Conditions and on the Website.

Any complaint other than as provided in article 5.2 concerning the conclusion, execution or termination of the Framework Contract and services for the issue and management of Electronic Money shall be notified by registered letter with receipt of acknowledgement to the following address: contact@leetchi-corp.com.

If the User believes that the response provided is unsatisfactory, or in the absence of a response within one month after sending the letter, he/she may refer to the Financial Sector Supervisory Commission by post at 110 route d'Arlon L-1150 Luxembourg or by email: direction@cssf.lu.

6.4.23. Applicable law and competent jurisdiction

Except in the case of the application of a public policy law (which will apply only within the strict limits of its purpose), it is expressly stipulated that the Framework Contract is subject to French law and that any litigation between the Parties under the latter shall be subject to the jurisdiction of the competent French courts.

6.5. Contributions

Contributions made by bank card are immediately debited from Users accounts.

Users can cancel their Contributions before the expiry date of the Collection Period. In this case, the amount of their Contribution is paid back to their Electronic Money account, according to the

provisions of article 6.4. Users can then at any time request the reimbursement of the balance of their Electronic Money Account, which will be carried out at no charge.

If, at the end of the Collection Period, the financing objective has been achieved or exceeded, the total sum of Contributions will be transferred to the bank account of the Project Creator and can then no longer be reimbursed to the User who made the Contribution via the system set up by the Company and its partner MANGOPAY.

If the financing objective has not been achieved by the end of the Collection Period, Users' Contributions are then paid back from the Project Creators' Electronic Money account to the personal Electronic Money account of the Users who made the Contributions. In this case, the Users can use this sum to support another Project, or request its reimbursement, which will be carried out at no charge.

6.6. Commission as payment for the intermediation service and payment of sums collected

Access to the Site and creation of a Project are free.

The Company receives a commission on the funds collected for the Projects of Project Creators which have achieved or exceeded the financing objective by the end of the Collection Period.

With Project Creators receiving Contributions, the fees for the services provided by the Company are calculated as a percentage of the amount of Contributions collected by the Site.

The Fee is charged by the Company at the time of payment of Contributions collected on the Project Owner's account and ranges from 5% to 15% excluding tax depending on the package chosen by the Project Owner when submitting his Project:

- 5% excluding tax for the START package
- 10% excluding tax for the STANDARD package
- 15% excluding tax for the PREMIUM package

Within this Fee charged by the Site are included bank-secured transaction charges of 3% which are debited by our payment partner MangoPay.

The VAT is charged at the rate applicable on the payment of Contributions to the Project Owner.

6.7. Payment of collected Contributions to Project Creators

This payment is made within eight (8) working days of the end of the Campaign Period, if the Project Creator has provided all the information (including bank contact details) and all the identification required for the payment of funds (particulars of their bank account, copy of identity papers, etc.).

If the funds collected by bank card are insufficient for the Company to deduct the amount of its commission, it is the Project Creator's responsibility to pay the Company the amount of the commission due on receipt of an invoice.

6.8. Taxes applicable to the funds collected and issuing of tax receipts

It is the responsibility of each User to pay any applicable tax or associated duties, whether on the Contributions collected via the Site as Project Creators, or on Contributions made by Users to support the Project.

To this end, the Company may under no circumstances reimburse them, or even advise them on the nature and details of their obligations.

Project Creators can use the Services of the Site to send Users potential tax receipts proving the Contribution to a Project on the Site. Users will then be able to download their tax receipt by logging in with their Site credentials.

The tax exemption Module accessible on the Site creates tax receipts for the Project Creator on the grounds of the information he stated as he created his Project. Thus, the Company which produces

this Service on the Site cannot be held responsible for eventual claims from Users or other physical or legal persons, from the State or its services related to emission of tax receipts.

The tax exemption Module on the Site provides Project Creators and Users with information to benefit from tax exemption on a Project or a Contribution. This information is not comprehensive and it is the individual responsibility of Project Creators and Users to make sure that their Projects or Contributions fulfils the requirements to benefit from tax exemption, according to current French law.

Any dispute by Users regarding the production of such tax receipts and the information they contain should be sent directly to the Project Creator.

7. COLLECTION, MANAGEMENT AND PROTECTION OF PERSONAL DATA

Users are aware and acknowledge that they must provide information concerning themselves when they register on the Site and subscribe to the Services proposed by the Company.

Personal data on the Site are collected and protected by the Company.

The Company, which processes personal information, has declared the Site to the CNIL (French data protection authority). The website is registered under the number 1760453 according to the law 78-17 of the 6th January 1978.

In application of the French Data Protection Act of 6 January 1978, amended by Act 2004-801 of 6 August 2004, Users have the right to access, modify and delete data concerning them, which they can exercise by emailing: contact@fosburit.com, and mentioning their name, surname, date and place of birth, email and postal address, and credentials.

The purpose of the information on Users collected when they register and subscribe to the Services is to enable their identification on the Site and their use of the various Services offered on the Site.

Every precaution has been taken with the databases to archive information about Users in a secure environment. Only certain employees of the Company or any other Company authorised by it or belonging to the same group have access to this information, and only if strictly necessary. The personal information provided by Users when they register does not constitute an announcement accessible to third parties, and is not transmitted, sold or exchanged except in the cases indicated below, provided that Users have first been informed and have given their consent, or in the absence of opposition on their part.

The Company may send Users promotional offers from the Company, provided that Users have given their free prior consent when they register, and have not subsequently opposed such promotional offers.

Moreover, some non-personal data can be collected, such as the User version of browser (Chrome, Firefox, Safari, etc.), the computer operating system (Windows, Mac OS, etc.) and the IP address of the computer.

8. INTELLECTUAL PROPERTY

8.1. Contents disseminated by the Company and the Site

All elements of intellectual property, including brands, drawings, texts, hyperlinks, logos, images, videos, sound elements, software, page layout, databases, codes, etc. contained on the Site and on associated sites are protected by national and international intellectual property laws.

Consequently, without the prior written authorisation of the Company and/or its partners, Users may not in any way reproduce, represent, republish, redistribute, adapt, translate and/or transform any element composing the Site, whether partially or wholly, or transfer it to another site.

The brands (including FOSBURIT) and derived logos are the intellectual property of the Company. Users are authorised to reproduce the FOSBURIT logo on third party websites, but only to promote the Project and/or the FOSBURIT site.

Users acknowledge and take note that breaching this prohibition constitutes a reprehensible infringement in both civil and criminal terms.

8.2. Content disseminated by Users

Project Creators have the ownership of Content related to their Project on the Site and thus hold related intellectual property rights.

Project Creators must ensure that they hold the rights required to publish the contents they disseminate, including intellectual property rights.

Users expressly authorise the Company to modify, duplicate, adapt said content in order to respect the graphic guidelines of the Site or other communication supports as indicated above and/or make them compatible with its technical performances or the formats of the support concerned.

Content related to the Project can be published on the Site even after the Project is finished, for the purpose of promotion of the Site and for informational purposes.

9. RESPONSIBILITIES RELATED TO AVAILABILITY AND USE OF THE SITE AND CONTENTS

9.1. Availability of the Site

The Company makes every effort as regards supplying the Services of the Site. It thus declines all responsibility for any unavailability, suspension or interruption of the Site or Services arising during maintenance operations, the upgrading of hardware or software, emergency repairs of the Site or following circumstances beyond its control (including but not limited to technical failures or a breakdown in telecommunication links and equipment).

The Company will endeavour to take suitable measures to limit these disturbances insofar as they are attributable to the Company.

The Company reserves the right to delete or modify the Site without any notice, and declines any responsibility in this respect.

All information contained on the Site may thus be modified at any time, given the interactivity of the Site, without this incurring the Company's liability.

Pursuant to article 1992 of the French Civil Code, the Company's responsibility may not be incurred in the event of fraud or errors committed in its management.

The Company's liability may not be incurred if the execution of any of its obligations is prevented or delayed due in case of emergency as defined by the case law of the French courts, including but not limited to natural disasters, fires, the blocking of means of transport for any reason, lockout, the interruption of telecommunication or computer networks for any reason (power cuts, computer viruses, etc.) and governmental or legal restrictions.

9.2. Use of the Site

Users only are responsible for the Content they disseminate on the Site and for what results from this Content. It is stipulated that Users make the decision to disclose and disseminate information, data, texts, content, photos, and videos concerning them on the Site. Users shall thus assume entire responsibility in this respect and may not take any action against the Company, notably as regards the infringement of their image rights, or damage to their honour, reputation or right to privacy resulting from the dissemination or disclosure of information concerning them. The Company also reserves the right to ban temporarily or definitively Users who do not respect these conditions.

The Company may not be held responsible for the inaccuracy of information and content provided by other Users, visitors to the Site and/or Users themselves.
In addition, the Company may not be held responsible for any content disseminated by a User infringing the rights of any other Users or third parties.

The Company commitments regarding coaching packages are an obligation of means and not an obligation of results. By no means should the Company be held responsible for the failure of a Project Creator's Campaign.

9.3. Responsibility of Users

The Company declines all responsibility if a dispute arises between Users and/or Visitors and/or Project Creators who have entered into contact on the Site.

When publishing Content on the Site, the User agrees to respect all legal and administrative conventions applicable. The User guarantees that he owns the rights to the Content he disseminates on the Site. Therefore, the User is the only party responsible in case of violation of these obligations and agrees not to turn to the Company if there is any action against him from a third party or another User.

Users are responsible for the use of their Identifiers by third parties and for actions or declarations made via their personal accounts, whether fraudulent or not, and shall hold the Company harmless against any action in this respect.

It is stipulated that Backers, including Project Creators, can be held responsible in other situations than those pre-cited, in particular in cases listed in the present Terms of Use.

10. PERIOD OF RELATIONS WITH THE COMPANY

These Terms of Use apply throughout the period of use of the Site and until the closure of the Account for any reason.

11. CORRESPONDENCE AND NOTIFICATIONS

11.1. Correspondence

Correspondence exchanged between the Company and Users is mainly carried out by email. In application of articles 1316 and thereafter of the French Civil Code, Users acknowledge and accept that information delivered by the Company by email and on the Site constitutes proof between the parties and has the same probative validity as a written document.

11.2. Notifications

Unless expressly stipulated to the contrary, notifications between the Parties to these Terms of Use are made by email.
Notifications are deemed to have arrived twenty-four (24) hours after the dispatch of the email, unless the sender is notified that the email address is invalid.

12. FINAL PROVISIONS

12.1. Validity

These Terms of Use shall enter into effect as soon as they are published on the Site and apply to every user during his/her registration on the Site and to every Visitor during his/her entire visit on the Site.

12.2. Modifications

The Company reserves the right to unilaterally modify these Terms of Use at any time.

The Company shall inform Users of changes by e-mail and shall request them to give their consent to the changes. Users continuing to use the site further this information are deemed to have accepted the proposed modifications.

12.3. Independence of contractual stipulations

If any stipulation in these Terms of Use is deemed void or unenforceable, it will be considered non-existent and shall not invalidate the other stipulations. The other stipulations shall remain legally binding and retain their scope.

Stipulations declared null and void shall be replaced by stipulations that correspond as closely as possible to the meaning and scope of the stipulations initially agreed.

12.4. Entire agreement

Unless otherwise specified, these Terms of Use completely and exclusively set forth all terms applicable to the purpose hereof and supersede all prior negotiations, communications, representations and undertakings, whether verbal or written, between the Parties with respect to the subject matter hereof.

12.5. Assignment

Users are aware and accept that the Company reserves the right to assign to any third parties of its choice all or part of its rights and obligations under these Terms of Use, which Members accept without qualification.

13. APPLICABLE LAW

13.1. Applicable Law

By express agreement between the parties, these Terms of Use and the transactions arising from them are governed by French law.

They are drafted in French. If they are translated into one or more languages, only the French text will be considered authentic in the event of a dispute.

13.2. Disputes settlements

In the event of any difficulty or difference between the parties arising from the interpretation, execution or cessation of these Terms of Use, the parties must endeavour to resolve the problem as best they may, and agree to seek an amicable solution in the spirit of these General Conditions of Use.

Failing an amicable solution, the case must be handled by the competent courts in Bern, Switzerland.

14. LEGAL NOTICES:

14.1. Publisher identification

Users are informed that the Site is published by I BELIEVE IN YOU AG with shares with a capital of CHF 151'666.70, registered with the RCS Bern (Switzerland) under number CHE-245.517.163, whose head office is at Bern, Switzerland.

14.2. Director of publication

The Site's Director of Publication is Mr Charles MAHE, whose email address is charles@fosburit.com.

14.3. Site host

The Site is hosted by PLANET WORK, a limited liability company with a capital of 50,000,00 €, registered in Paris under the number 334 580 800 and subsidiary of AEG INVEST a limited liability company with a capital of 571,321,00 € registered in Paris under the number B 801 361 726 with headquarter based 231 rue Saint-Honoré, 75001 Paris – France.

14.4. Contact

For any claim concerning the Site or Services, you can reach Fosburit teams by email (contact@fosburit.com) or telephon +33 76 900 15 70.