

# TERMS OF SERVICE

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PIQUOTI, a simplified joint-stock company with a sole shareholder with a capital of € 1,000, registered with the Macôn RCS under number 832 083 414, whose registered office is at 200, boulevard de la Résistance in Mâcon (71000) (ci- after "PIQUOTI"), uses the PIQUOTI mobile application available on iOS and Android platforms.

The PIQUOTI Platform is a social network allowing its Users to share content, photos and / or videos, but also to create and manage events to share them.

The purpose of these General Conditions of Use is to define the characteristics, terms and conditions of use of the PIQUOTI Platform and access to the Services as well as the rights and obligations of any User of the Platform.

## **ARTICLE 1: DEFINITIONS**

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The terms beginning with a capital letter within this document, including in the preamble above, whether used in the singular or plural, will have the meaning given in this article.

**Subscriptions:** refers to all the Users of the Platform to which the User is subscribed and whose Publications he follows.

**Subscribers:** refers to all Users of the Platform who are subscribed to the User and who follow their Publications.

**User Account:** means the account created by the User prior to any access to the Services on the Platform. It is accessible via the Username and Password and allows the User to access all the functionalities of the Platform, namely to capture and send a Story using the Camera, to create and / or modify an Event , consult his User Profile, edit it, find and consult the Profiles of other Users, manage his notifications and suggestions).

**Private Account:** designates a User Profile whose list of Stories and Events is visible only to the User and his subscribers.

**Public Account:** designates a User Profile whose list of Stories and Events are visible to all users of the Platform.

**User Profile:** refers to the User's personal page which contains their Profile photo, cover photo, Username, number of Subscribers and Subscriptions, website, description and list of his Publications (list of Stories and list of Events).

**Personal Data:** designates data which, within the meaning of the Data Protection Act of January 6, 1978, as amended, and the General Data Protection Regulations of April 27, 2016 (GDPR), make it possible to designate or identify, directly or indirectly, a natural person, the person concerned.

**Event:** means any fact or event, of whatever nature, including personal or professional, public or private, unique or recurring, which occurs and occurs at a given time and gives rise to publication by the User in his Profile.

**Private Event:** means an Event visible only to the User who created the Event and their Guests.

**Public Event:** if the creator of the Public event is a Private Account, designates an Event visible to all the Subscribers of the Private User who created the Event and their Guests. If the creator is a Public Account, designates an Event visible to all Users of the Platform.

**Facebook Connect:** designates the functionality that allows the User to use his Facebook account to register and identify himself on the Platform and create his User Account in order to simplify the registration procedure.

**News feed:** designates the page of a User Account on which the User's Publications are displayed as well as the Publications of his Subscriptions.

**Identifier:** designates the specific email address by which each User will identify himself to connect to the Services or, if the User connects via his Facebook account, his Facebook identifier. The Username is always accompanied by a Password.

**Guests:** refers to certain Subscriptions, which are invited only by the User who created an Event, to participate in this Event.

**Participants:** designates certain Users of the Platform, having indicated by themselves their participation in a Public Event.

**Password:** designates the secret term specific to the User, which must accompany his Identifier in order to allow him to connect to the Services. The company PIQUOTI recommends that the Password consist of at least twelve characters of at least four different types (upper case, lower case, numbers, special characters).

**Username:** designates the name that the User chooses and which is displayed on the Platform. It can be made up of the user's first and last names or a pseudonym.

**PIQUOTI platform or Platform:** refers to the PIQUOTI mobile software applications (Android & iOS), edited and operated by the company PIQUOTI, allowing access to the Services.

**Publications:** refers to any content posted by the User on the Platform, namely all the Stories of the day, Stories of events, Events shared or not with his Subscribers or Guests, texts, comments, "likes".

**Services:** designates all the services offered on the PIQUOTI Platform and defined in article 3 of these Terms.

**Stories:** refers to any single photo, single video, or series of photos and / or videos, with or without filters, linked to today's date or to an Event created by the User, to which he has been invited or to which he is participating.

**Today's stories:** refers to any Story that the user has chosen to send in today's date.

Event Stories: refers to any Story that the user has chosen to send in an Event that he has created, or to which he has been invited or participated.

**User:** means any natural person using the Services of the PIQUOTI Platform.

## **ARTICLE 2: ACCEPTANCE AND MODIFICATION OF THE T & Cs**

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### **2.1. Acceptance of the T & Cs**

These T & Cs constitute an open-ended contract between the company PIQUOTI and the User.

Access to the Platform and the Services is subject to the express and unreserved acceptance by the User of these T & Cs. This acceptance is done by checking the acceptance box of the T & Cs when creating a User Account after having read it, and this in accordance with the process of creating an Account provided below in article 4 of these T & Cs.

These T & Cs are also made available to the User on the Platform where they can be viewed directly by clicking on the "General Conditions of Use" tab on the settings page.

### **2.2. Modification of the T & Cs**

PIQUOTI reserves the right to modify these T & Cs in order to adapt them to changes in the Platform and / or its operation or to legislative or regulatory changes.

The User will be informed of the posting of each new version of the T & Cs as soon as they are put online, by email to the address provided when registering, asking them to read the new T & Cs.

In the event that the User does not accept the modified T & Cs, he must stop making use of the Platform.

## **ARTICLE 3: SERVICES: DESCRIPTION-OPERATION**

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The Platform offers Users a number of Services. Access to the Services is free subject to payment by the User of the network connection price specific to each telephone operator.

In the event of a change in the free nature or the nature of the Services offered on the Platform, the User will be informed as soon as possible by email at the address provided when registering, and will be free to subscribe or not to these new Services and / or terminate their subscription to the modified Services.

### **3.1. Description of Services**

PIQUOTI offers the following Services on the Platform:

- Capture photos and videos in order to create a customizable Story, saved without time limit in the User Profile and shared:
  - In an Event that the User has created, to which he has been invited or to which he is participating (Event Story)
  - In today's date (Story of the day)
- Communication / interaction between Users of the Platform
  - Comment and / or like an Event
  - Comment and / or like a photo / video
  - Send Subscription requests
  - Receive notifications regarding the interaction of Users with the User Profile
  - Receive Subscription or Event suggestions
  - Share Publications on the News Feed via Story or Event creation
- Modification of the User Profile: addition of a profile photo, a cover photo, a description, a website and / or a Username
- Access to the User Profile and Profiles of other Users as well as to the Subscription Publications of the User or of any Public Account

### **3.2. Creation of a Story**

A Story can be created by the User:

- Via the rectangle "My story of the day" located at the top left of the newsfeed, when the User has not yet published any Story to date;
- Via the Camera page, central and home page of the Platform.

When creating a Story, once the photo (s) / video (s) captured (or imported) from their gallery, the User can also choose to personalize it:

- text, in three different writing fonts, in bold or italic, underlined, highlighted
- a brush drawing of the thickness and color of your choice
- a sticker or a GIF
- the date and the current time
- a color filter

Once the Story has been created and possibly personalized by the User, he has 4 choices of publication:

- by pressing the quick add button "My story of the day", the story will be sent to the User's Story of the day
- by pressing one of the quick add buttons in a Today's event, which are displayed only if the User has one on today's date, then the story will be sent to the Today's event in question
- by pressing the red send arrow, the User can create a new Event. The first photo / video of the Story he has just created will then be automatically defined as the cover of the event, and the next one (s) will be automatically added in story of the new Event created.
- by pressing the red send arrow, the User can also Search for an existing Event, to send his Story in it. By pressing the "Send" button of the event of your choice, will then be automatically defined as a participant in this Event.

Whatever the publication mode chosen by the User, his story will always be saved in the "Story" tab of his Profile, as of the current date.

### **3.3. Creation of an Event**

An Event can be created by the User via the central "Camera" home page, which will allow him to capture his coverage, then by pressing the red arrow and "Create an Event".

Once on the creation page of an Event, the User must define a title. The first photo or video of the story previously created by the User is automatically applied as a cover for the Event. The User can modify it by pressing the cover at the bottom of the page. The Event may possibly contain the following other information:

- One or more Guests (User Subscriber)
- The start and end date and time of the Event
- The place of the Event
- The link (website) to the ticket office of the event if there is one
- The description of the Event
- The option to share the Event
  - Public: visible to all subscribers of the Private User, all Users of the Platform if the User is Public, and with the possibility of participating in the Event and therefore adding a Story to it
  - Semi-Public: visible to all subscribers of the Private User, all Users of the Platform if the User is Public, but without the possibility of participating in the Event and therefore adding a Story to it
  - Private: visible to the User and event guests only

Once the Event has been created by the User, a dedicated page is automatically generated in his Profile.

Via this dedicated page, the User can modify the Event and has access to all of the Publications relating to said Event.

The Guests of the Event can refuse or accept the invitation sent by the User; if they accept, they can add photos / videos to said Event.

If the creator of the event activates the "Participants" option, Users can themselves indicate whether or not they participate in the event. The Event will then appear on the Participant Profile with the mention "participates". The participant can then add their story to the Event.

### **3.4. Sharing of Events**

The User of a Private or Public Account always has control over the sharing of Events that he creates.

By default, the event is Public: visible to all Users of the Platform for Public Accounts, and only to subscribers of a Private Account. This mode allows all Users who can see the Event, to indicate that they are participating, and to add their own Story to the event.

If he wishes, the User can modify this by checking the "Semi-public" option: the Event is then shared with the same users as for Public mode, but without allowing them to participate and add their Story.

Finally, the User can also choose to share his Event with his Guests only, by checking "Private Event".

### **3.5. Event Management**

Once the Event has been created (Public, Semi-Public or Private), the user, the Guests and the participants of the event if the "Public" option is activated, can add photos and videos in story, in link with the Event. All Users with access to the Event will be able to add "likes" and comments related to the Event or to photos / videos from the Event Story.

Only the User who created the Event can modify its characteristics via the dedicated page, "Event details".

The User who created the Event has the possibility to delete or report any Publication which is not related to the said Event.

## **ARTICLE 4: ACCESS TO SERVICES - CREATION OF A USER ACCOUNT**

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### **4.1. Conditions of access to the Services: creation of a User Account**

PIQUOTI makes the Services available to the User for the duration of the contract.

The Services are provided within the framework of a shared infrastructure, using the resources of host sub-contractors, subject to the respect by the User of the obligations incumbent upon him, in particular as regards the payment of the connection price to the network without which no access is possible to the Services.

Access to the Services is subject to the creation of a User Account either via the "Create Account" tab, or via the User's Facebook account.

Each User agrees to create and use a single account, unless the second account is linked to the brand he represents. Otherwise, specific written authorization from PIQUOTI will be required.



The creation of a User Account must be done before the first use of the Services.

**i. Registration using the registration form**

The creation of the Account via the registration form on the Platform implies that the User communicates his username, a valid email address belonging to him, as well as a Password. The Password, personal to the User, must be confirmed. PIQUOTI recommends the choice of a Password of minimum twelve characters and comprising four different types of characters (upper case, lower case, numbers, special characters).

On the next page, the User must also indicate his date of birth. If he is under thirteen (13) years old, he will not be authorized to create a Piquoti account.

When registering, responses to fields marked with an asterisk are required and necessary for the proper processing of the User's request. Failure to respond to a required field will result in the inability to create an account and thereby access the Platform Services.

Once these fields have been completed, and subject to the following case of the User under the age of thirteen (13), the User must validate his registration form by clicking on the "Create my account" button and, after having read them, accept these Terms and the PIQUOTI Privacy Policy.

**ii. Registration via the User's Facebook account**

In case of registration via the User's Facebook account, PIQUOTI will have access to certain information from said account.

The account login credentials will then be the identifiers (email address) attached to the preexisting account on the Facebook network.

This procedure operates a transfer of information and personal data necessary for registration on the Platform, namely in particular: e-mail, first and last name, unique Facebook identifier and profile photo.

Registration by Facebook implies that the User must ensure the authenticity and veracity of the information in his own Facebook account.

We only use the following data provided by Facebook: e-mail, first and last name, unique Facebook identifier, profile picture.

On the next page, the User must also indicate his date of birth. If he is under thirteen (13) years old, he will not be authorized to create a Piquoti account.

The User can at any time delete the link between his User Account and his Facebook account via the tab on the settings page, in which case his Username will then automatically become the email address of his Facebook account, and his Word password will be defined by him during the operation.

If the User has registered without going through a Facebook account, it will be possible to synchronize this later with his Account.

The User expressly undertakes not to communicate false information and not to create an account on behalf of a third party. The User will be solely responsible for the

consequences that may result from the communication of false or misleading information.

The Username and Password are strictly personal and confidential. The User undertakes to keep them secret and not to disclose them in any way and in any form whatsoever to third parties.

The User is solely and fully responsible for the use and confidentiality of his Username and Password as well as the consequences of the use of his Account.

#### **4.2. User under 13**

Access to the Services is strictly reserved for Users who have reached the age of thirteen (13).

#### **4.3. Validation and final creation of the User Account**

Once the User has created his Account, he will then receive an email confirming the creation of his User Account at the email address he has previously provided, or which is sent to us by Facebook, if applicable.

#### **4.4. Lost / Stolen Password**

In case of loss or theft of his password, a reset procedure is implemented on the Platform by clicking on "A little forgotten?" ".

The User must enter their previously entered email address and an email containing a personal code will be sent to them.

The User must enter this personal code on the Platform and can then change their Password.

At no time is PIQUOTI able to access the User's unencrypted Password.

The User acknowledges that any connection or Publications made using his Username and Password will be deemed to have been made by him.

Any change in the information provided by the User must give rise to an online update taking effect on the first working day following said update.

### **ARTICLE 5: INTELLECTUAL PROPERTY**

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#### **5.1. Platform**

PIQUOTI is the holder of all the intellectual property exploitation rights relating to the Platform and its elements (software, graphic charter, tree structure, database structure, graphic interface, etc.), which belong to it or belong to a third party having authorized PIQUOTI to use them.

During the term of the Contract, PIQUOTI consents to the User a personal, non-exclusive, non-transferable and non-transferable right to use the Platform and its elements for the sole and sole purpose of allowing the User to use the Services to the exclusion of any other purpose.

Any exploitation, commercial or not, in particular any download, copy, reproduction, distribution, transmission, diffusion, adaptation, translation or representation, integral or partial, of the Platform, or of its elements, by any means or current or future process, on any current or future support, without the prior written authorization of PIQUOTI is prohibited and is likely to give rise to legal proceedings, in particular under the counterfeiting sanctioned by articles L. 335-2 and following of the Code of Intellectual Property , subject to the application of article L. 122-5 of the said Code.

The name "PIQUOTI" is a protected brand. Unless express and prior authorization from PIQUOTI, any use of the "PIQUOTI" brand or of a sign identical or similar to this brand exposes the User to criminal and civil proceedings.

## **5.2. Publications**

The User is the sole holder of the rights to his Publications, hosted, saved and / or stored by PIQUOTI as part of the Services. PIQUOTI therefore prohibits any use which does not result from the express will of the User and which is contrary to these Terms.

The user grants, as necessary and in particular in the event that the Publications are protected by intellectual property rights, to PIQUOTI a non-exclusive, free and non-transferable license, with the right to sublicense to its subcontractors for the whole world and for the duration of its contractual relations with PIQUOTI, allowing it to host, cache, copy, reproduce on all media, publish, make available, communicate, adapt, modify, and to display said Publications on the Platform for the sole purpose of performing and providing the Services and exclusively in association with or on the occasion thereof, including in all languages.

This non-exclusive right includes in particular the right to make, in compliance with the moral rights of the User, modifications to the formatting of the Publications in order to respect the graphic charter of the Platform and / or to make the Publications technically compatible in view of their publication on the Platform.

The User also grants to any other User of the Platform, as necessary, a non-exclusive, non-assignable license to use, without the right to sublicense, free of charge and for exclusively personal and private purposes only. 'exclusion from any commercial use, from any Publication that he has shared with said User. The latter has the option of viewing, recording on his terminal, sharing these Publications on the Platform for the duration of his registration on the Platform or until the Publication is deleted by the User author of said Publication, including any creation of Events.

## **ARTICLE 6: PUBLICATIONS**

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### **6.1. User behavior on the Platform**

The User agrees to adopt an irreproachable behavior on the Platform.

The User is solely responsible for the Publications he publishes on the Platform and in particular for their accuracy.

PIQUOTI can in no way be held responsible for any Publication, subject to the application of the provisions of article 6 of the Law for the Confidence of the Digital Economy of June 21, 2004 (LCEN).

PIQUOTI does not control the Publications before they are put online by the User and has the quality of hosting the User's Publications within the meaning of the LCEN. PIQUOTI is in no way bound by a general obligation to monitor and control the Publications published on the Platform by the Users.

The User undertakes not to make Publications that infringe any law or regulation in force, and in particular to:

- Do not distribute Publications:
  - contrary to public order and morality;
  - defamatory, abusive, racist, xenophobic, revisionist or damaging the honor or reputation of others;
  - inciting hatred or violence towards a person or a group of people because of their origin or their membership or non-membership of an ethnic group, a nation, a race or a determined religion;
  - of a pedophile nature;
  - inciting the commission of an offense, a crime or an act of terrorism or condoning war crimes or crimes against humanity;
  - inciting suicide.
- Respect the rights of others, in particular:
  - personality rights;
  - industrial and intellectual property rights;
  - the rights of people and property.

The User shall refrain from any action liable to affect the proper functioning of the Platform and / or the Services and / or to damage the image of the Platform or the reputation of PIQUOTI.

In particular, the User is prohibited from storing or publishing on the Platform Publications containing or likely to contain viruses.

The User will also take care not to place, during the use of the Publication Services, which would require PIQUOTI to comply with specific laws or regulations other than those expressly provided for in these T & Cs.

## **6.2. Copyright**

The User declares to be the author of the content which he puts online and guarantees to PIQUOTI that he is the holder of all the copyright, industrial property rights and authorizations including third parties necessary for any Publication.

PIQUOTI reserves the right to request the production of any supporting document attesting that it holds the rights and / or the authorizations necessary for any Publication.

In particular, the User guarantees PIQUOTI against all disturbances, claims, evictions and convictions which could be pronounced against it following actions in unfair or parasitic competition, in counterfeiting and more generally, against any action based on the violation of " a property right, in particular intellectual property or a right relating to the personality and / or image of third parties, concerning any Publication.

The User agrees to indemnify PIQUOTI for all pecuniary consequences that PIQUOTI may have to bear due to a breach with regard to the aforementioned guarantees concerning the Publications.

Consequently, the User expressly agrees to indemnify PIQUOTI in the event of an action or claim by a third party against him as soon as this action or claim is due, to the basis or origin of any Publication made by him on the Platform.

## **6.3. Reports of abuse**

Any Publication that contravenes point 6.1. above may be reported by any User to PIQUOTI by clicking on the "report" tab of the "three dots" button (« ••• ») on the Platform.

Pursuant to the provisions of the LCEN, PIQUOTI subject to verification of the identity of the User who made the report, will promptly withdraw the posted Publication if it appears manifestly illegal.

The User is informed that abusive notifications are penalized under the law for confidence in the digital economy (LCEN) with a sentence of one-year imprisonment and a fine of € 15,000.

## **ARTICLE 7: PERSONAL DATA**

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The User, when creating his User Account giving him access to the Services, must accept the Privacy Policy prior to the validation and final creation of his Account.

PIQUOTI's Personal Data protection policy in the context of the operation of the Platform and Services is also accessible on the Platform by clicking on the "Privacy Policy" tab.

The user can request the emailing of personal data from their account via the "Extract my data" tab on the settings page. The shipment will be made within 24 hours of its request.

The deletion of personal data from the user's account will be done within 24 hours of their request. The request should be sent by email to the following address: [contact@piguoti.fr](mailto:contact@piguoti.fr).

## **ARTICLE 8: LIABILITY - GUARANTEE**

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### **8.1. Access to the Platform and / or Services**

PIQUOTI will do its utmost to ensure that the Platform and / or the Services are accessible 24 hours a day, 7 days a week, subject to force majeure, an event beyond the control of PIQUOTI or maintenance operations and / or update necessary for the proper functioning of the Platform and / or Services.

These maintenance operations may take place without the User having been warned beforehand.

The User is also informed that the connection to the Platform and / or to the Services is made via the Internet. He is warned of technical hazards which can affect this network and lead to slowdowns or unavailability making connection impossible. PIQUOTI is only bound by an obligation of means with regard to accessibility to the Platform and cannot be held responsible for difficulties in accessing the Services due to disruptions in the Internet which are not attributable to it.

PIQUOTI can under no circumstances be held liable in the event of difficulty in accessing the Platform and / or the Services linked to the User's equipment. It is up to the User to take all necessary measures to ensure that the technical characteristics of his tablet or smartphone [and / or his computer network] allow access to the Platform and / or Services.

All costs relating to access to the Services and their use, whether software hardware or Internet access fees, are exclusively borne by the User. The User is solely responsible for the proper functioning of his IT equipment as well as his access to the Internet.

It is up to each User to take all appropriate measures to protect themselves from the contamination of their data, software or hardware by viruses possibly circulating through the Platform, the Services or the information published there.

In the event of a security breach noted by PIQUOTI, such as to seriously compromise the security of the Platform and / or the Services, PIQUOTI may proceed, without notice, to a temporary interruption of the Services in order to remedy the security breach as soon as possible deadlines.

### **8.2. Use of the Services**

PIQUOTI makes no express or implied warranty in relation to the Services, including, in particular, any implied warranty of fitness of the Services or the Platform for a particular purpose. PIQUOTI does not guarantee the results of the Services.

### **8.3. Modification / termination of Services**

PIQUOTI reserves the right to modify and / or improve the Services if it deems it useful or necessary, subject to reasonable notice.

PIQUOTI reserves the right, subject to compliance with reasonable notice, to definitively stop one or more Service (s) and cannot in any case be held liable for damage that may result from this fact alone, without proven fault on its part.

### **8.4. Hypertext links**

The User is responsible for the validity of the hypertext links that he introduces in his Publications, as well as for the content of the sites to which these links refer, which must comply with these T & Cs, in particular in Article 7. PIQUOTI does not may in no case be held responsible for the publication of such a link by the User, subject to the application of the provisions of article 6 of the LCEN in accordance with what is stipulated above in article 7.

## **ARTICLE 9: UNSUBSCRIBE - SUSPENSION AND CLOSURE OF THE ACCOUNT**

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### **9.1. Unsubscribe - Closure of User Account**

Any User can unsubscribe from the Services at any time and, therefore, close their User Account. This request must be made by sending an email to support, at the following email address: [contact@piquoti.fr](mailto:contact@piquoti.fr). In this email, the user must indicate the reason for their desire to delete the account.

The closure of the User Account entails the deletion of all the elements and Publications of the Account, including all the publications appearing on the account of the User's Subscribers within a maximum period of 7 working days from the closure. This action to delete the User Account is irreversible.

The user will receive an unsubscribe / closure User Account confirmation email to the email address they previously used to contact support.

### **9.2. Temporary or permanent suspension**

PIQUOTI reserves the right to suspend at any time, temporarily or permanently, access to the Services and / or the Account of a User who does not comply with all or part of these T & Cs, in particular concerning compliance with the provisions relating to Publications ( Article 7) and those relating to intellectual property rights (Article 5).

PIQUOTI will notify the measure to the User by sending an email to the previously entered email address, which may provide explanations.

In view of the explanations provided, PIQUOTI will decide on the possible lifting of the temporary suspension measures put in place.

## **ARTICLE 10: PIQUOTI-USERS RELATION**

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For any question relating to these Terms and Conditions, and more generally to the Services, the User can write to PIQUOTI at the following address:

PIQUOTI - USER SERVICE  
200, boulevard de la Résistance  
71000 Mâcon  
FRANCE

Or by email to the address: [contact@piquoti.fr](mailto:contact@piquoti.fr)

## **ARTICLE 11: APPLICABLE LAW**

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These Terms are subject to French law.

## **ARTICLE 12: DISPUTES**

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In the event of a dispute or dispute, it is recommended that the User approach PIQUOTI in order to seek and find an amicable solution.

The User is informed of the possibility, in case of failure of the claim request to PIQUOTI or in the absence of a response from the latter within two (2) months, to submit the dispute relating to the Platform , the Services and / or these T & Cs opposing it to PIQUOTI to a mediator who will attempt, in complete independence and impartiality, to bring the parties together in order to reach an amicable solution.

In the absence of an amicable agreement, any dispute concerning the validity, interpretation or execution of these T & Cs and / or the Services will be submitted to the competent French courts.