

# TERMS AND CONDITIONS OF USE AND SERVICE

*Last updated on 16/12/2019*

## **PREAMBLE**

**1.** LBC and its digital platform constitute a marketplace and intermediation center.

LBC is also a software solutions provider, offering its users management tools to simplify their relationships with sub-contractors and technical support services.

Through its business activities, LBC offers to connect professional "Providers" with specific skills and "Client-Beneficiaries" requiring external expertise.

**2.** Through the LBC site ([www.littlebigconnection.com](http://www.littlebigconnection.com)), Client-Beneficiaries and Providers can connect and enjoy different services aiming to enable better business relationships (for a list of services offered by LBC to co-contractors, please see Sheet 2).

The site offers three main features:

- A professional social network
- An integrated management software package
- A marketplace feature

**3.** By accessing the platform's features and consulting Request for proposals, the Member accepts these terms and conditions, without reservation.

**4.** Any response to a Request for proposal on the platform entails the establishment of a commercial intermediation contract and any contractual agreement between the Provider and the Client-Beneficiary, in the presence of LBC, notwithstanding project contracts such as order forms (BDC), Request for proposals (RFP) and their specific conditions, which constitute an agreement binding the parties.

**5.** The ratification of this agreement and its appendices shall be done electronically under the conditions provided by articles 1125 et seq. of the French Civil Code.

## 1. Description of LBC's services

### 1.1. Social network feature

**1.1.1** The social network is a feature which is reserved for members but restricted to the general public, through which its members can enter into contract, hold discussions within specialized groups, express opinions, give recommendations for other members, note projects and be connected. These features are subject to change.

**1.1.2** The site allows Providers and Client-Beneficiaries from the same business sector to be connected. By signing up to the platform, the Member enters into a contract with LBC. This contract applies to the internet platform and to other sites, applications, communications and services linked to LBC, proposed in the application of different features offered by LBC.

### 1.2. The integrated management software feature (ERP)

**1.2.1.** LBC offers Companies a software and technical infrastructure for managing teams and Providers, through its Members and with the aim of responding to Request for proposals.

This involves organizational support allowing, under certain conditions, for the automated management of staff processes, documents and services (orders, invoices etc.) for both the Provider and the Client-Beneficiary:

- **Feature for providers:** The integrated Provider management service makes it possible to reply to a Request for proposal, manage providers for one or more clients and manage invoicing for clients.
- **Feature for client beneficiaries:** The integrated client management service allows profiles linked to the company and based on the rights they have been granted, to manage the following elements, specific to Client companies.

**1.2.2.** To benefit from the integrated management feature, the Members must have their own profile, which they must link to the Client-Provider or Client-Beneficiary that has duly authorized them, hereinafter referred to as **"The Corporate Profile"**

**1.2.3.** The company is not a Member in itself; its corporate profile only exists through the individual profiles of the members that are authorized to represent it.

Profiles are classified according to the following categories:

#### **Client-Beneficiary**

- Project Manager (can create Request for proposals and be in charge of projects for one or several providers)
- Buyer (in charge of a portfolio of services)
- Purchasing director (head of a purchasing team)
- Manager (in charge of the administration of a Corporate Profile)

## Client Provider

- Consulting Engineer: Employee or self-employed person working for an IT services company or consulting firm
- Sales Manager: Business Engineer, Senior Manager
- Manager or legal representative of an IT services company or consulting firm
- Freelancer: Self-employed or “auto-entrepreneur”
- Employee paid by a wage management company

### 1.3. Marketplace feature

#### 1.3.1. Editorial, web-posting services and filling bids in response to Request for proposals

**1.3.1.1** LBC provides a software and technical infrastructure to connect providers and beneficiaries and acts as a project facilitator.

- **For providers:** The marketplace service makes it possible to consult, respond to Request for proposals and offer new skills
- **For beneficiaries:** The marketplace allows for the drafting and posting of Request for proposals necessary for fulfilling the project.

**1.3.1.2** Access to these services requires prior acceptance of the general terms and conditions of use, the privacy policy and the Sales Intermediation Agreement as well as their appendices by the company’s director or their legal representative. The conditions for opening business accounts are defined in said agreement.

**1.3.1.3** If the provider responds to a Request for proposal published by client-beneficiary and the provider is selected by the beneficiary, the provider agrees to perform the service according to the terms stated in the Request for proposal and in the project contract/order form.

#### 1.3.2. Contractual services

**1.3.2.1.** Contractual services allow the parties, when the provider has not been approved by the beneficiary who put out the Request for proposal to formalize their agreement on the project mentioned in the Request for proposal. Depending on the options subscribed by the provider and the beneficiary, LBC may be tasked with all or part of these administrative processes when the provider is approved. Pricing and details of different services offered by LBC are available in sheet “Commercial Offer” and are available upon request from LBC, by emailing the following address: [support@littlebigconnection.com](mailto:support@littlebigconnection.com)

**1.3.2.2.** The contractualization service is accessible to providers upon completion of the following steps:

- Provider’s application to a Request for proposal and acceptance of project-specific conditions
- Approval of provider’s reply by the beneficiary
- Checking and approval by LBC of the provider’s documents uploaded in his corporate profile on the site
- Checking and approval of the signatory’s capacity to make a legal commitment on behalf of the company
- Issuance of the project contract/order form by LBC to the client-provider.

## **2. Signing up for the service**

### **2.1. Membership status**

**2.1.1.** Signing up for LBC services confers Member status on the user. To become a member, the user must be at least 16 years of age (where the law requires a higher minimum age, the law prevails, and the higher minimum age applies). Parental consent is required for LBC to be able to provide its services to minors. Certain features may be accessed by visitors.

**2.1.2.** Given the nature and purpose of the Site and Services, the Member must also act in a professional manner, for the purposes of its business activities and undertakes to use the Site and Services for exclusively professional purposes. This is an essential and defining prerequisite of this Contract.

**2.1.3.** Each member is assigned an individual Provider or a client-beneficiary profile linked to that of an existing company or one established by him/her.

By creating a Corporate Profile, the Member acknowledges having the right to act accordingly and the authorization to represent said company. If the member chooses not to be linked to a company or leave the company to which their profile is linked, they only have access to the social network features of the site. The member can change the company to which they are linked by modifying their account settings.

Affiliation with a Company must be approved by the Member in charge of the company in question's account. Anyone signed up to and using a Company Account will be considered as an authorized representative of the company. The Member in charge of the account must update the people authorized to use the Company Account. LBC will under no circumstances be responsible for commitments made by a person who is unauthorized to commit the Company if the Member in charge of the account has not updated it.

### **2.2. Prior mandatory enrollment for access to the service**

**2.2.1.** In order to benefit from the Service, the Member must first register either using their professional account by filling in the registration form, available online from the Site (hereinafter "**The Form**"). By completing this Form, the Member confirms that it has read these terms and conditions and agrees to abide by them without reservation.

**2.2.2.** The Member's registration shall become effective after their professional email address has been validated by LBC. One registered on the site, each Member is asked to complete their individual professional profile.

**2.2.3.** Members shall undertake to:

- Provide accurate, truthful, current and complete information
- Update their data regularly
- Not assume another person's identity
- Choose a strong and secure password
- Ensure their password remains secure and confidential
- Not authorize third parties to use their account and risk compromising their account and the site's security.

If they are not acting on their own behalf, the member agrees to act on behalf of a physical or legal person fulfilling the above conditions, whom they represent legally or have an express mandate to contract with LBC and having authorized them to pass on necessary information for using the Service, in these present conditions of use.

**2.2.4.** Members may make changes to their data at any time by clicking on the “My account” link or by modifying “My profile”.

**2.2.5.** If the Member provides false, inaccurate, outdated or incomplete information, LBC will be entitled to suspend the account, terminate the contract and refuse future access to all or part of the Service, under the conditions stipulated in Article 6 hereof.

If the Member has infringed applicable laws, particularly criminal laws, or those aimed at protecting the rights of a third party, or if their conduct has harmed the interests of any person, including LBC, or the use of the Service by another Member, LBC shall be entitled to suspend or terminate the contract and the account, without notice, and to refuse future access to all or part of the Service, under the conditions set out in Article 6 hereof.

LBC shall under no circumstances be liable to users or third parties for any errors, omissions or inaccuracies in the information provided by a Member.

### **2.3. Member account**

**2.3.1.** Members undertake to create only one account matching their Client-Provider or Client-Beneficiary profile.

The member’s profile shall include the following: assignments, skills, training, mobility and publications.

LBC makes every effort to ensure the profiles’ accuracy but cannot guarantee the accuracy of the information or documents.

**2.3.2.** As part of the registration process, each Member shall receive an email, at the address provided at the time of registration, for the purpose of activating their account. The Service will only be fully accessible once the Member has completed the activation process indicated in the email.

The login and password chosen by the Member at the time of registration allow them to access the Service. This data is confidential and is stored as encrypted data by LBC. In case of loss of access codes, the Member can reactivate their account with a new password.

**2.3.3.** Members undertake to inform LBC immediately of any unauthorized use of their account, and of any breach of confidentiality and security of their means of identification, by using the online chat system available on the Site or by sending an email to [support@littlebigconnection.com](mailto:support@littlebigconnection.com)

If LBC has legitimate grounds to believe that the Service’s security has been compromised or that it is being misused owing to unauthorized use of the Member’s means of identification, it may temporarily suspend the account in order to preserve the Site’s integrity and the data and, if appropriate, require a change in the means of identification.

**2.3.4.** The Member is solely responsible for any use of their login ID and password and is solely responsible for keeping them confidential, as well as any use of their account, including that caused by their negligence.

Under no circumstances shall LBC be liable for any loss or damage resulting from the Member’s failure to comply with their obligations under this article.

**2.3.5.** LBC reserves the right to de-activate the Member's account following a period of total inactivity equal to or greater than 36 (thirty-six) months. The Member will be informed by email. The Member will be able to re-activate their account for a period of 30 (thirty) days following the date of suspension.

In the event of the Member's death and when supporting documents have been produced, the account will be de-activated. Its content may only be transmitted to assignees by court order.

LBC undertakes not to retain personal data beyond the time necessary to achieve the purpose for which they were collected.

## **2.4. Use of services**

**2.4.1.** In general, the Member undertakes to respect the Privacy Policy and these general terms and conditions. They shall refrain from engaging in any acts of any nature, such as the transmission, editing, posting or dissemination of data and/or content, that may contravene the law, infringe upon public order or the rights of LBC or third parties.

**2.4.2.** The member undertakes, in particular, to:

- Provide accurate information when registering and using the Site
- Not use a false identity to deceive others
- Comply with applicable laws and respect the rights of third parties, as well as these provisions
- Use the site in a fair manner, in accordance with strictly professional purposes and in compliance with the legal and regulatory provisions in force
- Respect intellectual property rights regarding content provided by LBC and by other Members, as well as the intellectual property rights of third parties. Consequently, Members are prohibited from reproducing or communicating to the public, via the Site, any content without authorization from the holders of rights to such content, when required
- Not to repurpose or attempt to repurpose any of the Site's features or divert them from their normal use as defined herein.
- Not to imitate TCP IP protocols or any part of the header or publication data on a forum
- Not to reverse engineer or decompile web pages
- Not to use robot software or any other automated procedure or tool or data exploration system (e.g. Data mining) to browse the site and use the service. In particular, not to mine members' profiles or site information
- Undertake to share with LBC and other Members only that information of which the dissemination may under no circumstances be prejudicial to themselves, to other Members, LBC or other parties
- Refrain from dissemination information or content that does not reflect reality
- Not to criticize a competing member
- Not to disseminate any data, information or content that is defamatory, abusive, offensive, violent or conducive to violence, is political, racist or xenophobic, and in general any content that contravenes the laws and regulations in force or common decency
- Not to disseminate any data, information or content that has the effect of diminishing, disorganizing, preventing normal Site use, or disrupting or slowing down the normal flow of communications between Members
- Not to use the Service to send unsolicited bulk messages (advertising or other)
- Not to collect information on third parties, including email addresses, in order to use them for sending business or other solicitations, or to integrate them within a referencing service or equivalent, free or paid, or to engage in competitive intelligence

- Not to ask someone to collect memberships or register on a list requiring any sort of payment and with an expectation of financial gain resulting from the number of persons recruited or registered rather than from the sale, supply or use of goods or services.
- Not to use the site for direct or indirect recruitment purposes or to enter into contract directly with providers or beneficiaries
- Refrain from participating directly or indirectly in the establishment or development of a network aimed at implementing practices similar to network sales, recruiting members, setting up a network of temporary workers or other similar practices
- Not to attempt to interfere with the service provided to any user, host or network, including by downloading computer viruses, overloading, flooding, spamming, mail bombing or crashing.

**2.4.3.** In the event of a Member's breach of one or more of these rules, LBC reserves the right to suspend and/or unilaterally terminate the Contract, block the Member in question's account(s), automatically delete the messages in question, prevent the publication of all or part of the Member's profile or block their access to all or part of the service, temporarily or permanently, without any reciprocal action.

LBC reserves the right to bring civil or criminal action in the event of a breach of system or network security.

Members may report conduct or content on the Site that is manifestly contrary to the above rules, including but not limited to any offence that constitutes advocacy of crimes against humanity, incitement to racial hatred, child pornography, incitement to violence, or violation of human dignity or any illegal gambling activities, by describing this as precisely as possible and in writing to [support@littlebigconnection.com](mailto:support@littlebigconnection.com).

Members are nevertheless informed that any unreasonable or abusive reporting may be sanctioned according to applicable regulations.

## **2.5. Vulnerability testing by a member**

**2.5.1.** LBC does not object to responsible searches for vulnerabilities being made on the system, nor to the testing of any security gaps in the site's systems.

**2.5.2.** LBC shall not take legal action against persons who perform or attempt to perform a vulnerability test, provided that such tests are performed only against data belonging to them on the site. Any vulnerability testing performed on data other than their own will be considered abusive and harmful to LBC.

The authors of these tests will be able to inform LBC confidentially of the details of the suspected vulnerability by sending an email to [support@littlebigconnection.com](mailto:support@littlebigconnection.com). The information provided to LBC under this article shall not give rise to any compensation.

### **3. Areas for sharing and communication**

The site offers communication and sharing areas, classified according to various headings, subject to change as the site evolves.

Members may post data, information and generally content and exchange information within these areas or on their profile in strict compliance with the law and these Terms and Conditions.

However, should LBC be duly informed that content that is clearly illegal or unrelated to a professional exchange is posted on the Site, LBC may be required to delete it without prior notification from it to the Member that provided the said content.

LBC cannot be held liable for the non-receipt of messages sent from one member to another. The member is invited to make personal backups of the content of discussions exchanged in e-mails.

### **4. Privacy and personal data**

**4.1.** LBC undertakes, as part of its activities and in accordance with the legislation and regulations in force, to ensure the protection, confidentiality and security of the personal data of Members and Users of its services, as well as to respect their privacy.

The parties' respective privacy obligations are outlined in the Privacy Policy which the Member accepts without reservation.

**4.2.** Only personal data strictly necessary for processing purposes are collected from Members, namely:

- Name
- Contacts
- Skills, professional experience
- CV data
- Link to a third-party profile which is available and likely to be shared with LBC by the user

This data and the way it is processed is outlined in the Terms and Conditions in the document highlighting the measures taken to comply with GDPR regulations.

The requested data are marked mandatory or optional on the Form for each collection field. Please note that on-site registration shall only be validated if the required fields are completed.

The details regarding the collection of personal data are provided in the document relating to personal data following these Terms and Conditions. The document can be downloaded at any time by the Member.

LBC ensures that each Member retains control over such personal data to the furthest extent possible and that Members have expressly agreed that LBC may collect, process and retain their personal data.

Nevertheless, if a Company creates a Profile for one of their employees on the LBC platform, this Company warrants to have obtained the employee's prior and the express consent as to the use of their personal data, as part of an application or service carried out on the platform. The company shall, at LBC's request, provide an up-to-date list of consents from staff that have become Members of the platform.

**4.3.** Members' personal data is used for the following purposes:

- Proposing Request for proposals and associated replies
- Provide the Member with customized and relevant services and features
- Allow the Member to share information and get in contact with other members
- Allow the Member to manage their account
- Inform members about the existence or upgrade of products and services
- Ensure the site operates and is used correctly by improving its services
- Communicate with the user with the aim of encouraging active use of the platform

**4.4.** In addition to Platform Members and Companies to which a User is affiliated, their personal data may be retrieved and processed by LBC's authorized personnel, as part of Platform management and for the aforementioned purposes.

LBC reserves the right to share all previously described personal data and information with subsidiaries related to the Group to which it belongs, particularly with LBC's international subsidiaries.

LBC reserves the right to share certain data with its partners, for example through use of third-party accounting processing services or the automatic sending of invoices by post.

LBC will not sell or rent Members' personal data to third parties for commercial purposes.

Furthermore, LBC does not disclose Members' personal data to third parties without their consent, with the following exceptions:

- Disclosure of each Member's public profile, according to the settings they define as well as the purpose of the Site and the Service
- Cases where disclosure of such data is required by the regulations in force, in particular upon request by judicial authorities

**4.5.** In accordance with the provisions of the legislation and regulations in force, all Members enjoy the rights to their personal data and to the processing carried out by LBC.

- Thus, each Member, their identity being confirmed, may at any time:
- Obtain information about the personal data LBC holds on them in an accessible format (pdf)
- Ensure that any inaccurate personal data of theirs is rectified and updated
- Members with access to their profile at may modify certain data
- Oppose, on justified grounds, the processing of their data
- Obtain a time limitation for processing
- Modify or delete data that has been made publicly available via their profile
- Decide which publications it wishes to see published on the site
- Change their preferences to control the visibility of their public profile
- Delete their account

The Member can exercise these rights by writing to the following e-mail address: [personal-data@littlebigconnection.com](mailto:personal-data@littlebigconnection.com) or by contacting our support service via a live chat.

However, LBC may oppose manifestly abusive requests, such as those evidenced by their number and repetitive or systematic nature. LBC shall bear the burden of proving that the requests are manifestly unreasonable.

**4.6.** Regarding user support actions, LBC may directly intervene in user and Company accounts in order to manage the administration of user requests or for maintenance purposes or to ensure conformity of service use for members eligible services. These actions fall within these terms and conditions with the sole purpose of improving the quality of service provided and is under no circumstances an interference by LBC in members' professional activities.

Depending on the nature of the request, LBC will require to verify the identity of the member and this will entail oral confirmation of personal or professional information pertaining to the member profile. In the case of doubt about the identity, LBC may inform the administrators of company profiles or ask for an ID confirmation by any means appropriate.

## **5. Intellectual property**

### **5.1. License for use of the site and services**

LBC is the owner of the Site, both in terms of its technical and graphic components, whether textual or otherwise, subject only to the content provided by the Members themselves, and advertising provided by third parties. In particular, the Site and the Services are provided by means of software and databases designed and developed by LBC, which belong to it or to which it holds intellectual property rights.

The content posted online on the Site by LBC also belongs to the latter, subject to the conditions specified above. LBC is therefore the sole owner of all intellectual property rights to the Service, the Site, its content and the software and databases that permit its operation; use of the Site and the Service does not give the Member any right to any of these components, subject to the rights relating to content provided by the Members themselves and to advertising provided by third parties..

The content includes the code, ergonomics and partial or non-partial gathering of its elements, texts, graphics, images, computer graphics, names, slogans, logos and trademarks, registered or not, present on the Site, which are the exclusive property of LBC (unless otherwise indicated) and constitute works within the meaning of Article L 112-1 of the Intellectual Property Code and are protected by French and international laws in force in this area.

Any reproduction, representation, disclosure, adaptation, translation, modification, in whole or in part, or transfer to another site, even gratuitously, by any medium or process whatsoever, is forbidden without the prior written consent of LBC.

The same applies to any link to the Site, any commercial use, even partial, of the data presented on the Site, which may not be made without the prior written consent of LBC.

By accepting these Terms and Conditions, the Member acknowledges LBC's intellectual property rights, as listed above, and undertakes to respect them.

Elements available on the Site such as Request for proposals or profiles are not intended to be published on any communication platform other than LBC's.

## **5.2. License to use the contents posted online by members**

In order to provide the Service and in accordance with the purpose of the Site, the Member grants LBC a non-exclusive license to use the content and the data in their profile that they will incorporate and/or publish online via the Site.

The Member warrants to LBC that the data, information or content(s) in question comply with the law and do not infringe the rights of others

LBC shall not acquire any ownership rights to the data, information and/or content provided by Members. By publishing their data, information and/or content on the Site, each Member accepts that:

- Profile data and information shall be made available on the said Site and accessible to managers in the provider company as well as to the client to which the profiles using profile data have been effectuated. Members will be informed that the public URL address of their profile may be shared. The Member can decide whether or not to share it and make it available to third parties. They expressly accept the use of their profile, which is the very essence of the Site and the Service.
- The data and information about the company of which it is the authorized representative shall be consulted and accessible to other members as part of the use of market place features for Calls to tender and contractualization or for clients for whom the provider carries out a project involving treatment of legal documents.

With the sole aim of performing the Service, the Member authorizes LBC to reproduce, represent, adapt and translate the content and data provided by them via the site, under the conditions below:

- LBC is authorized to reproduce all or part of the content provided by the Member on any current or future digital recording medium, and in particular, without this list being exhaustive, on any server, hard disk, removable or not, memory card, or any other equivalent medium, in any format and by any known and unknown process to date, to the extent necessary for any storage, backup, transmission or download operation required to run the Site and provide the Service.
- LBC is authorized to adapt and translate the content posted by Members, and to reproduce such adaptations on any current or future digital medium stipulated above, for the purpose of providing the Service, particularly into different languages. This right includes the right to modify the layout of its content in order to respect the Site's graphic charter and/or to make it compatible with its technical capabilities or relevant formats, for insertion and/or publication via the Site.

The purpose of this authorization is to enable LBC to distribute data concerning client-beneficiaries in the context of a reply to a Request for proposal where the member has given prior consent for its use. The data may be distributed via a digital network and any communication protocol, particularly the Internet.

This license is granted worldwide and for the duration of the Agreement entered into between the Member and LBC.

In the event of a manifest infringement of intellectual property rights on the Site, anyone having an interest in ensuring that their rights are protected is asked to report this infringement to LBC, by writing to [support@littlebigconnection.com](mailto:support@littlebigconnection.com).

## **6. Responsibilities**

### **6.1. Member Responsibilities**

**6.1.1** All hardware and software necessary to access the Site and use the Service remain the sole responsibility of the Member. It is their responsibility to take all appropriate measures to protect their own data, computer systems and/or software from contamination by possible viruses.

**6.1.2** The use of information, messages or data of any nature available through the Service is the sole responsibility of the Member, and the decisions or actions that the Member may take or carry out on the basis of such information shall not render liable anyone else but the Member. In particular, the Member is solely responsible for their decision to reply to a Request for proposal or to take out one of the subscriptions offered by LBC, if any.

LBC would like to remind members that the site is a Professional site and that, on this account, Members cannot be released from their duty of vigilance and due diligence in respect of the labor law and in particular of their obligation to check the truthfulness of documents relating to the company and its employees.

**6.1.3** The Member is solely responsible for their use of the Service and the Site, and more generally for any use or transaction made using his/her account and profile.

The Member is responsible for all data and information concerning them that they have put online as well as any content that they have provided, whether that data, or content is accessible and/or transmitted to the public via one of the communication or exchange areas of the Site or addressed to anyone by e-mail, or which they may have stored in their personal area of the Site.

The Member acknowledges that LBC does not exercise a priori control over the said content and data posted on-line and that they have no general obligation to monitor the data and content disseminated by Members via the Site.

The Member is solely liable to LBC and, where applicable, to any third party, for any damage, direct or indirect, of any nature whatsoever, caused by information or any other content communicated, transmitted or broadcast by the Member in connection with the use of the Service, as well as for any breach whatsoever on their part of this Contract.

The Member agrees to comply with any action taken by LBC under applicable law.

### **6.2. LBC's Responsibility**

LBC undertakes to provide the Service in accordance with these Terms and Conditions

LBC does not intend to verify the information provided by the member and accepts no responsibility for the inaccuracy, inadequacy or illegality of such information.

However, LBC undertakes, in accordance with its legal obligations, to exercise due diligence, in particular, in checking the existence and authenticity of the documents relating to the companies of the Client-Providers and clients in the event of an Order Form being issued and a contract being entered into solely through LBC.

In no event shall LBC be liable for any data, information and/or content (the "Information") provided by a Member, for the lack of truthfulness of such information, any errors or omissions therein, or any damages arising out of the use of any Content provided by a Member, posted or transmitted by electronic mail or otherwise via the Site.

LBC is a technical intermediary and as such has no general prior obligation to monitor information provided by members nor any obligation to remove content that does not appear manifestly illegal or falsified; however, LBC undertakes to take into consideration any alert or report on such content.

LBC has no obligation to achieve results with regard to requests, negotiations or the contractual delivery of outsourcing services via the various features provided by social networks, ERP and the marketplace of the website.

LBC cannot, under any circumstances, be held responsible for any consequences that may arise during or after meetings or contacts between several members as a result of the use of the site and services.

Because the site is dependent on the Internet, access to it may be interrupted or restricted at any time by a cause unrelated to LBC; In this case, LBC's liability shall not be sought.

Nor can LBC be held liable in the event of interruption of access to the site due to technical maintenance, updating or improvement operations, or any upgrade of its content. or a change to its content or presentation, as long as such interruptions are reported and do not exceed the customary duration in this matter; in addition, LBC may temporarily or permanently suspend access to the site and services, in particular in the event of termination by it of the activity in question, or in the event of a judicial or voluntary liquidation of the company; in the latter cases, the contract will be terminated automatically.

LBC reserves the right, at any time and without notice, to modify any information on the site as part of its updating or correcting errors.

If LBC adds hyperlinks to the site, LBC cannot be held responsible for the content of third-party websites to which said links refer.

To the fullest extent permitted by applicable law and to the extent that LBC is found liable for any damages not provided for above, LBC's liability shall be limited to undisputable, actual and established damages.

To the fullest extent permitted by law, in no event shall LBC be liable for any indirect damages, lost profits or business interruption caused by the use or inability to use the site, service or content, whether based on warranty, contract, tort or any other legal theory and whether or not LBC is advised of the possibility of such damages.

## **7. Minimum required technical configuration**

The Member acknowledges having the necessary skills and means to access and use the Site. Access to the Site and its use require a basic Internet access configuration.

To this effect, the Member acknowledges having verified that the computer configuration at their disposal is adequate, contains no viruses and is in proper working order.

The equipment (computer, mobile phone, software, telecommunications means, etc.) allowing access to the Site and the Service is the exclusive responsibility of the Member, and the telecommunications costs incurred when using it shall be borne by them.

## **8. Invalidity**

If one of the provisions of these Terms and Conditions is null and void with regard to a rule of law in force or a judicial decision that has become final, only the provision in question would be deemed invalid without affecting the validity of the rest of the General Terms and Conditions.

## **9. Access and unsubscribing**

### **9.1 Access**

LBC may immediately suspend access to the Site and Service in the event of the violation of these terms and conditions by the Member. In this case, LBC will advise the Member of the suspension by email and will require them to cease the violation. After a period of eight (8) days from this notice, if the violation continues, LBC can terminate the contract immediately and without further formality, notwithstanding damages and interest they may expect as reparation for harm caused to it because of the situation. Because of its cause (Member fault), this termination will not involve the reimbursement of sums already transferred by the Member destined for possible provider and beneficiary intermediary contracts and project contracts.

Members are reminded that in the event of a manifest violation of applicable law or Member obligations stipulated in article 2 herein, LBC may suspend access to the content in question or delete a Member's account and terminate the contract, without notice.

### **9.2 Unsubscribing**

The Member may terminate the contractual relationship at any time by following the procedure intended for this purpose and hereafter in these Terms and Conditions.

**9.2.1** The Member may unsubscribe from the Site at any time and by following the procedure intended for this purpose and outlined below:

- Log into the site and enter your email address
- At the bottom right of the page, click on the 5-legged sheep logo to contact our support team during working hours
- Once your identity has been confirmed, the deletion of the profile will be confirmed.

From the termination of the contract, the member will lose access rights for the Services. The effects and conditions of termination for the Provider and Client-Beneficiary are outlined in article 11 of the commercial intermediation contract respectively.

When a Member has subscribed to one or more paid subscriptions, provision for termination shall be effective under the contract's conditions.

In the forty-eight hours following this de-registration, the Member account will be de-activated. Notwithstanding that this will not disrupt the fulfillment of the Contract of commercial intermediation and contracts for projects in progress, the Contract will be terminated, and the Member will no longer be able to access the Site or Service. They can make a request for re-activation of their account by writing to [support@littlebigconnection.com](mailto:support@littlebigconnection.com) within 30 days, after which the de-registration will be definitive.

Members can also request that their account be deleted by writing to [support@littlebigconnection.com](mailto:support@littlebigconnection.com).

**9.2.3** Terminating orders is subject to contractual provisions previously accepted by the Provider and the Client-Beneficiary (the Commercial intermediation contract, the project contract, Order Form, Request for proposal). Data necessary for the drafting of these documents will be stored by LBC for the legal durations indicated in article 2.3.5.

## **10. Agreement on proof**

The Member and LBC agree that LBC's computer systems and files shall prevail.

Consequently, the computer files and registers stored within the computer systems operated by LBC or on its behalf under reasonable conditions of security and reliability may be validly used and produced as proof of the performance of the Contract, and more generally of any event, communication or relationship between the Parties arising from the Member's use of the Site.

Thus, LBC may validly produce as part of any procedure, for the purposes of proof of any act, fact or omission, the data, files, programs, recordings or other elements, received, issued or stored by means of the aforementioned computer systems, on all digital or analog media, and rely on them, except in the case of an obvious mistake.

## **11. Amendments to the General Conditions**

These Terms and Conditions may be amended by LBC at any time without notice. The last updated date will be mentioned at the beginning of the General Conditions and on the home page of the Site. The Member is therefore required to regularly consult the latest version, freely and publicly available and permanently accessible on the home page of the Site, by clicking on the link "General Terms & Conditions".

The Member acknowledges that the contact email addresses provided by them constitute the means for sending any notification (legal, for example).

## **12. Privacy commitment**

Whilst carrying out their projects, Providers and Client-Beneficiaries may be required to consult or read confidential information and documents.

The content of this article aims to complete the provisions of the business intermediation contract linking LBC with their co-contractors. Annex 2 (the privacy policy) also covers this for the intermediation contract ratified by companies joining LittleBig Connection.

### **12.1. Confidentiality obligation**

The member formally commits not to use, divulge or communicate, whether directly or indirectly, to any person, for any reason and by any means whatsoever, either before, during or after the fulfillment of their project contracts, any confidential information which they may have collected because of or by way of the carrying out of their duties or their presence in the company or companies of the co-contractors..

The member formally commits, during browsing or possible intervention in a contractual relationship with a client via LBC, not to copy or reproduce in any way, using any platform or any means whatsoever, any documents containing or referring to confidential information. Furthermore, they agree not to let other persons have access to said information or copy or reproduce it.

## 12.2. Confidential information

The following will be considered as confidential information any data or information

- About the personal situation of the personnel of co-contracting companies, including but not limited to: Name, address, telephone number, social security number etc.) which the Provider or Client-Beneficiary may be party to, because of or by way of the fulfillment of their role or because of their presence in the Company.
- About the internal structure of the Company.
- About production and manufacturing methods.
- More generally, about issues previously defined by one or other of the parties such as may be considered confidential

## 12.3. Sanctions for violation of this charter

The Provider and the Client-Beneficiary expressly agree that compliance with this article is a determinant factor.

The member agrees that violating this agreement will bring about the immediate termination of their site membership and project contract, for which notice will not be given. This is notwithstanding any legal action which may be brought against them.

Any failure to fulfill these obligations is subject to criminal sanctions as per the articles:

- 226-22 of the French Penal Code: *"Anyone who has collected, at the time of its recording, classification, transmission or any other form of processing, personal data the disclosure of which would result in undermining the reputation of the concerned person or cause harm to the intimacy of their private life, and then brings such information to the knowledge of a third party who has no authority to receive it without prior authorization of the person concerned, is punished by three years' imprisonment and a fine of €300,000.  
Disclosure contrary to the previous paragraph is punished by a fine of €100,000 where it was committed by carelessness or negligence.  
In the cases set out under the two previous paragraphs, the prosecution may only be initiated upon the complaint of the victim, their legal representative or successors.*
- 226-13 of the French penal code "The disclosure of secret information by a person entrusted with such a secret, either because of his position or profession, or because of a temporary function or mission, is punished by one year's imprisonment and a fine of €15,000."

The member agrees that the restrictions planned in this Charter apply without prejudice to any other confidentiality obligations aimed by the project contract or any part of the contractual relationship linking the parties.

### **13. Governing law – court of jurisdiction**

The conclusion, interpretation and validity of these General Conditions are governed by French law. If the contractual documents have been translated into a foreign language, and should a dispute arise, the French version shall prevail.

In the event of a dispute arising between the Parties as a result of the execution or interpretation of these provisions, the Parties agree, prior to any legal action, to seek an amicable solution.

Should the amicable settlement fail, express jurisdictional authority shall be assigned to the Commercial Court of Paris, notwithstanding the introduction of several defendants or warranty claims, including urgent or protective urgent or requested proceedings.