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1. Welcome to GADDIN.COM website
- 1.1 Please read carefully the following information which describes the terms and conditions of use of the Site as well as the terms and conditions of membership of the Service offered by GADDIN.COM.
 - Erreur ! Source du renvoi introuvable..2** Simply browsing the Site, as a Visitor, means that you accept and agree to fully comply with the Terms of Use.
 - Erreur ! Source du renvoi introuvable..3** If you do not agree to these Terms of Use, you must neither use the Site nor register as a GADDIN.COM Service Beneficiary User.
 - Erreur ! Source du renvoi introuvable..4** Click on this link to view a printable copy of the Terms of Use.
 - Erreur ! Source du renvoi introuvable..5** When using the Site, you agree to comply with the Terms of Use, which contains stipulations applicable to all Users of the Site, whether you are Visitor or User. GADDIN.COM reserves the right to modify these Terms of Use at any time. The new Terms of Use then apply to any new subscription by the User to the GADDIN.COM Service. The Terms of Use, if any, supplemented or updated, are made known to the User at the time of subscription to the Service and are available at any time upon request.
 - Erreur ! Source du renvoi introuvable..6** If you choose to join the Service offered online by GADDIN.COM, you become a User of GADDIN.COM after checking a box to indicate that you have read the stipulations of the Terms of Use and that you agree to abide by them.
 - Erreur ! Source du renvoi introuvable..7** If you have any comments or questions about the Site or the Service, please send an e-mail to the webmaster of GADDIN.COM at support@gaddin.com.
2. Definitions
 - 2.1 User

Refers to the natural or legal persons who register on the Site in order to benefit from the Services offered by GADDIN.COM.
 - 2.2 Member Area / User Account

Refers to all the data provided by the User during its registration directly on the Site and allowing it to become a Service User.
 - 2.3 Terms of Use

Refers to these general conditions of access to the Site.
 - 2.4 Publisher

Refers to the owner of the intellectual property rights relating to the Website published by GADDIN.COM.
 - 2.5 Services

Refers to all the Services offered by GADDIN.COM and in particular :

 - (i) **Cashback Service** : This service provides a remuneration for online purchases made by the User on Partner sites. This remuneration consists of a fixed amount, or a percentage of the amount of the purchase made. The type and amount of this remuneration may vary and can be found on Gaddin.com. The Cashack service is managed by the service provider iGraal. The Gaddin.com site lists the Partner sites with an agreement with iGraal and indicates next to the presentation of each Partner the conditions of remuneration.
 - (ii) **Paid E-mail Service** : This service pays the User for the reading of commercial e-mails or the visit of the websites of Advertisers partners of GADDIN.COM.
 - (iii) **Paid Surveys Service** : This service pays the User for voluntary participation in surveys for GADDIN.COM's Partners or for GADDIN.COM itself.
 - (iv) **Offers** : This service pays the User for his registration in contests games, websites, and offers offered by the Partners of GADDIN.COM.
 - (v) **Product testing and samples** : This service offers the User to register at GADDIN.COM's Partners sites to receive samples and test products.

- (vi) **Promotional codes** : This service offers the User to receive promotional codes in order to benefit from discounts for a purchase made on GADDIN.COM's Partners websites.

2.6 Website

Refers to the website edited by GADDIN.COM allowing the latter to offer the Service for the benefit of the Users, and accessible at the URL www.gaddin.com.

2.7 Visitor

Refers to the natural persons who visit the Site, without being a User. By using this Site, the Visitor expressly accepts those of the Terms of Use applicable to him.

2.8 Advertisers, Partners

Refers to partner companies that advertise their product or service offers through Gaddin.com.

3. Website's publisher

Erreur ! Source du renvoi introuvable..1 The Site is operated by MAIL CORNER FRANCE société par actions simplifiée (simplified joint-stock company) whose identification number is B 805 322 435 RCS Meaux, with share capital of €1,000, whose registered office is 14 Avenue de l'Europe - 77144 MONTEVRAIN, France. You can contact us at the following address : support@gaddin.com.

Erreur ! Source du renvoi introuvable..2 GADDIN.COM is legally responsible to the User for the proper performance of the obligations resulting from the Terms of Use, whether these obligations are to be performed by itself or by other service providers, without prejudice to its right of appeal against them. However, GADDIN.COM may be exonerated from all or part of its liability by proving that the non-performance or improper performance of the contract is attributable either to the User or to the fact, unpredictable and insurmountable, of a third party not involved in the provision of the Services, or to a case of force majeure.

4. Acceptance of Terms of Use

4.1 Formal acceptance of the Terms of Use

4.1.1 You may only benefit from the Service after formally accepting the Terms of Use in their latest version.

4.1.2 Once you have given your consent, you can :

(i) en permanence accéder au contenu des stipulations que vous avez acceptées dans votre Compte Utilisateur ;

(ii) print the Terms of Use that you have accepted.

4.1.3 In the event that GADDIN.COM modifies the Terms of Use, a procedure for accepting the new Terms of Use will be proposed to you by GADDIN.COM as indicated in **Article 4.2** of the Terms of Use..

4.2 Modification of the Terms of Use

4.2.1 GADDIN.COM reserves the right to modify at any time the Terms of Use and:

(i) either to inform each User beforehand of the changes made to the Terms of Use, and to obtain the consent of each of them prior to their application ;

(ii) or to make access to the Service subject to acceptance of the new Terms of Use, during the first connection of the User to the Site after implementation of the new Terms of Use.

4.2.2 The new Terms of Use to which the User has given his consent will be stored and accessible by the User in accordance with the provisions of **article 4.1** of the Terms of Use.

5. Opening of a Member Area / User Account

Erreur ! Source du renvoi introuvable..1 To register as a User, and use the Services, you must first open a User Account/ Member Area. This operation is carried out online on the Site, and allows you to benefit from access to the functionalities attached to the opening of an account in the Member Area.

Adults only (Over 18) UK residents may apply for the opening of a User Account and the use of the Services offered by GADDIN.COM.

The use of a VPN is strictly prohibited.

Erreur ! Source du renvoi introuvable..2

The list of features offered after opening a User Account/ Member Area mentioned in Article 7 is indicative, GADDIN.COM reserves the right to change the features, without particular information of the User.

6. Opening and operation of the User Account/ Member Area

6.1 User Account/ Member Area Data

When opening a User Account, the User is solely responsible for the data he provides to GADDIN.COM. The User guarantees that the information he provides to GADDIN.COM when opening his User Account or later is true, accurate, and complete.

GADDIN.COM reserves the right to ask the User for proof of identity or to suspend a User Account if the information it has provided appears untrue, inaccurate or incomplete.

6.2 User Account / Member Area Data Update

The User undertakes to systematically update the information concerning him.

6.3 User Account / Member Area Access Passwords

When you join the Services, you must choose a password. You are solely responsible for all activities carried out from your User Account/ Member Area under your password. It is therefore up to the User to ensure strict respect for the confidentiality of his passwords. You must immediately notify GADDIN.COM of any unauthorized use of a password, or notify GADDIN.COM if you believe that any of the passwords are no longer confidential. GADDIN.COM reserves the right to require you to change your passwords if GADDIN.COM believes that one (or more) of them no longer provides adequate security.

7. Description of GADDIN.COM Services

You create your User Account/ Member Area using the registration procedure referred to in **article 5**.

You can then access the Services, whose operation is described below:

- **Cashback Service:**

When you make a purchase on a Partner Site, you receive a discount on the amount of the purchase, excluding taxes and delivery costs, corresponding to the percentage or fixed amount in force indicated on the Gaddin.com site which is calculated at the time of the order made on the partner's website.

This reduction is applied provided the process explained below is followed:

- (i) The User must go to the Partner site by clicking on the button «Go to the merchant with discount» appearing on the presentation of the Advertiser on the site Gaddin.com, or on the e-mails sent by Gaddin.com presenting the offers of the Advertisers.

By clicking on the "Go to the merchant with discount" button, the User must create an account with the service provider iGraal which is managing the discounts, or log in to his iGraal account if he already has one, and this via the lightbox that appears on the screen.

The User cannot claim the discount when buying on the Partner's site if he has not logged into his iGraal account beforehand.

Once redirected to the Advertiser's website, the User must not go to another website before having validated his order and paid for the product or service purchased.

- (ii) When ordering, the User must indicate the same e-mail address as the one provided when registering on Gaddin.com.

The user will not have to indicate a promotional code or voucher and will have to pay his order by means of a credit card.

Otherwise, the User will not be able to benefit from the Cashback and his iGraal account will not be credited with the corresponding gains

- (iii) The corresponding gains will be credited to the User's iGraal account, and validated according to the iGraal Terms.

In the event of a complaint about a transaction that entitles Cashback, the User must contact iGraal customer service directly.

- **Paid E-mails Service:**

When you read an email sent by one of GADDIN.COM's Partner Advertiser you get paid, provided you follow the rules set out in each email. In some cases, you will only be paid if you visit the Partner site.

This remuneration is therefore paid provided that the process explained below is followed:

- (i) the User must open the e-mails addressed to him ;
- (ii) if indicated in the e-mail, the User must go to the Partner site by clicking on a link..

The nature of the remuneration is variable and is indicated in each e-mail, it consists either in a commission paid for each email read or for each visit to the Partner site, or in the allocation of a discount coupon or other benefits on the Partner site.

- **Paid Surveys:**

The User may be invited to complete paid surveys and questionnaires.

Responding to these surveys results in a gain of varying nature and amount, which will be specified for each survey.

The User undertakes to provide as correct and accurate information as possible.

- **Offers:**

The User may be invited to subscribe to offers from Partners or Advertisers.

These offers are remunerated provided that the procedure specified for each offer is followed.

This remuneration is therefore paid provided that the process explained below is followed:

- (i) the User must click on the link contained in the offer ;
- (ii) the User must register for the offer, the contest or on the Partner's website ;
- (iii) if indicated in the offer, the User must perform an additional action, such as playing a game, making a deposit, etc.

The fact of subscribing to these offers of Partners generally entitles to a gain, of variable nature and amount, which will be specified for each offer.

- **Product testing and samples:**

GADDIN.COM connects the User to the GADDIN.COM partner sites offering product testing and samples.

GADDIN.COM is not responsible for these Partner sites, nor for sending products or samples.

- **Promotional codes:**

GADDIN.COM offers you codes allowing you to benefit from discounts when ordering on Partners' websites.

In order to benefit from the discount code, the following procedure must be followed before the User validates his order with the GADDIN.COM's Partner:

- (i) the User must go to the Partner site by clicking on the "Go for it" or "Show code" button on the Advertiser's presentation on the Gaddin.com site ;
- (ii) by clicking on the "Go for it" button, the User must create an account with the Service Provider iGraal which is managing the discount codes, or log in to his iGraal account if he already has one, and this via the lightbox that appears on the screen. The discount code will be automatically applied during the order, no entry is necessary on the part of the User ;
- (iii) by clicking on the «Show code» button, the discount code appears on the screen and the User is redirected to the Advertiser's website. The User must then enter the discount code in the corresponding field of the order validation form of the Partner of GADDIN.COM ;

- (iv) the User must check that the discount has been applied to his cart before validating his order.

These discount codes have a maximum period of validity, and may be subject to conditions of use, for example by being limited to certain products on the Partner's website, or by not being cumulative with other discounts, etc...

GADDIN.COM is not responsible for the deactivation or non-functioning of a promotional code of a Partner.

8. Sponsoring

8.1 Each User, called Sponsor, can sponsor new Users (Referrals), following the procedure described in **article 8.2**.

8.2 GADDIN.COM provides the User with various tools to sponsor members. All these tools can be found in the Referral menu of the User Account. GADDIN.COM reserves the right to modify at any time the sponsorship tools made available without informing the User. When registering, a User can simply fill in the email address of a Sponsor in the field of the registration form provided for this purpose. The User will then become his Referral.

8.3 The Sponsors will be automatically credited with €1 for each new User registered through their intermediary (Referral), from the moment the amount of earnings of their godchild reaches €1.

Within the framework of the Services offered by GADDIN.COM, certain transactions validated by the referral entitle the sponsor to a variable gain. This gain consists of a fixed amount or a percentage of the transaction amount. Gaddin.com indicates next to the presentation of each Partner the remuneration conditions.

Gaddin.com pays only the first level affiliation, and does not take into account the gains obtained through the sponsorships made by the User's referrals.

8.4 **The User undertakes not to sponsor members of his own household, nor to create false Referrals accounts in order to collect the expected remuneration**

In case of fraud or abuse, Gaddin.com reserves the right to suspend the accounts of the sponsor concerned as well as those of the Referrals concerned, consequently the gains relating to these referrals will be definitively lost.

9. Payment of Gains – Payment Deadlines – Tax Obligations

9.1 Each month, the User will receive a statement of his gains on Gaddin.com. These earnings may be from the Paid E-mail Service, Offers Service, Paid Survey Service, and/or Referral.

9.2 The User can request the payment of his gains by logging on his Member Area as soon as they reach at least €20. This payment will be made by PayPal or Gift Vouchers according to the payment method chosen by the User.

Payment will be made within 15 days after validation of the request.

Gaddin.com reserves the right to modify the proposed payment methods at any time.

Gaddin.com reserves the right to refuse payment if a breach of these Terms and Conditions is found. The User will be informed by email of this decision.

Any claim concerning the payment of gains may be addressed to support@gaddin.com

9.3 Gains acquired through the Cashback Service are credited to the User's iGraal account according to the conditions and deadlines provided by iGraal.

9.4 The gains acquired through the Paid E-mail Service are credited within a period of 1 day to 90 days from the opening of the e-mail or the completion of the actions necessary to obtain the gain (visit of a Partner site, registration...).

9.5 **Payment of earnings from Gaddin.com Services is taxable income. The User must carry out the formalities required for the declaration of this income.**

The User, by the nature of his activity, and the absence of any relationship of subordination, cannot be assimilated to an employee. He is independent. As such, he must, where appropriate and relevant, carry out the formalities required for his personal registration with the social and fiscal bodies, be up to date with his declarations and payments, **and justify them at any time to Gaddin.com** so that Gaddin.com can never be concerned about this fact and be able to comply with the requirements of Article D 8222- 5 of the Labour Code.

In particular, the user is informed of the obligation of Gaddin.com, in the event that a user manages to earn at least €1,200 during the year, to identify and declare this User in its annual DAS2.

10. Amount of remuneration

Remuneration is expressed in euro. Remuneration shall apply, during the period of their online availability, to any remuneration relating to the GADDIN.COM Services.

The remuneration presented online for the Services may be changed by GADDIN.COM at any time. The modified remuneration shall apply to any remuneration for the Services performed after their posting on-line.

11. Termination

11.1 The User may terminate his registration at any time, by logging into his Member Area/ User Account to close his account online.

If the User has not requested payment of his gains before the termination of his account, these gains will be lost.

If the User wishes to close his Account after having requested payment of his gains, he must wait to receive this payment before closing his User Account; otherwise, the gains will be lost.

In accordance with Article 9 of the Terms of Use, GADDIN.COM makes payments only if the amount of gains is greater than €20.

11.2 In case of suspicion of fraud, GADDIN.COM reserves the right to suspend the User Account pending supporting documents from the User (proof of identity, proof of address, etc...).

In case of proven fraud, the User will be notified by email of the closure of his account; this fraud will result in the loss of the gains accumulated on this User Account. The User is informed that GADDIN.COM reserves the right to keep the account information of any User identified as a fraudster for the purposes of (i) depriving the latter of the possibility of having a new User Account, (ii) to sanction any infringement and (iii) to prevent any new infringement, in accordance with the declaration of conformity to the AU-46 of the CNIL. The fraudulent User has a right of access, rectification and opposition (for legitimate reasons) to the information concerning him. For further information regarding the processing of your personal data, refer to Article 18 of these Terms of Use or contact GADDIN.COM at this email address: support@gaddin.com.

11.3 If the User Account is inactive for at least 6 months, GADDIN.COM will suspend the account, resulting in the loss of accumulated earnings.

11.4 In the event of the death of the User, his rights holders have the possibility to take back his Account by updating the personal data, or to request the closure of the User Account and the payment of the associated gains if the amount of these is greater than €20.

12. Suspension of access to the Services

You acknowledge that GADDIN.COM may at any time without prior notice:

- (i) modify all or part of the Services ;
- (ii) interrupt or suspend all or part of the Services in the event of your failure to comply with the Terms of Use ; or
- (iii) refuse to process all or part of the Services, suspend or close your Member Area/ User Account if, according to GADDIN.COM you do not comply with any of the stipulations of the Terms of Use or at the request of a judicial or administrative authority.

13. Deleting your Member Area/ User Account

13.1 You acknowledge that GADDIN.COM reserves the right to remove access to your User Account if no access has been recorded for a period of at least six (6) consecutive months.

13.2 The User can reactivate his account by simply logging in again.

14. Duty to advise and warn

The User acknowledges having been fully informed and warned by GADDIN.COM regarding the rules of use of the Site and the Services.

15. Availability of this site

15.1 GADDIN.COM strives to ensure the availability of the Site 24/7. However, it may happen that the operation of the Site is interrupted as part of maintenance operations, hardware or software upgrades, emergency repairs of the Site, or due to circumstances beyond the control of GADDIN.COM (for example, failure of telecommunications links and equipment).

- 15.2 GADDIN.COM undertakes to take all reasonable measures to limit such disturbances, provided they are attributable to GADDIN.COM. The User acknowledges and accepts that GADDIN.COM takes no responsibility towards him for any modification, unavailability, suspension or interruption of the Site.
16. Liability of GADDIN.COM
- 16.1 GADDIN.COM undertakes to provide the Services as a diligent professional, within the framework of an obligation of means.
- 16.2 GADDIN.COM can be held liable only for the compensation of the financial consequences of the damages both (i) direct and (ii) foreseeable due to improper performance or partial non-performance of the Service.
- 16.3 GADDIN.COM shall under no circumstances be liable for indirect or unforeseeable damages within the meaning of Articles 1150 and 1151 of the Civil Code, which include, but are not limited to, any loss or lost profits, inaccuracy or corruption of files or data, commercial damage, loss of turnover or profit, loss of customer base, loss of chance, cost of obtaining a substitute service or technology.
- 16.4 In any event, (i) the amount of financial liability of GADDIN.COM is limited to the amount of reimbursement of the User's earnings by GADDIN.COM and (ii) the User may only bring into play the liability of GADDIN.COM due to any breach of the Terms of Use, for a period of one (1) year from the occurrence of the breach in question, which the User expressly acknowledges and accepts.
17. Force majeure
- 17.1 The liability of GADDIN.COM may not be sought in case of force majeure or for any other event beyond its control preventing the performance of its services and the provision of the Service under conditions consistent with the provisions of the Terms of Use.
- 17.2 Events of an irresistible nature are considered as force majeure, as well as, without this list being exhaustive, the following events : total or partial strikes, internal or external to GADDIN.COM, bad weather, epidemics, blocking of means of transport or supply, for any reason whatsoever, earthquake, fire, storm, flood, water damage, governmental or legal restrictions, legal or regulatory changes of forms of marketing, viruses, telecommunication blockages, including switched network, terrorist attack.
18. Protection of personal data
- 18.1 Collection of personal data and declaration of processing
- 18.1.1 GADDIN.COM is committed to protecting the personal data of each User and Visitor.
- 18.1.2 All the processing of personal data collected by MAIL CORNER FRANCE on the occasion of the creation of a User Account has been the subject of a declaration to the National Commission for Data Processing and Freedoms, in application of the law n°78-17 of 6 January 1978 and Law No. 2004-801 transposing Directive EC No. 95/46 of 25 October 1995 on the protection of personal data and the free movement of such data.
- 18.2 Mandatory information regarding data collection
- 18.2.1 The data controller for your data is MAIL CORNER FRANCE.
- 18.2.2 The main purpose of the processing of your data is to enable you to benefit from the Service.
- 18.2.3 Only MAIL CORNER FRANCE and its possible partners allowing it to render the Services are recipients of data concerning you, unless you give your express consent that the data concerning you may be the subject of a transfer to a third party or a use for prospecting purposes, in particular commercial.
- 18.2.4 No transfer of your data outside the European Union is made by GADDIN.COM.
- 18.2.5 It is necessary for GADDIN.COM to have your consent for GADDIN.COM to process personal data in such a way that you can benefit from the Services. By validating all the information enabling the creation of your User Account, you give your consent for the use of your data by GADDIN.COM under the terms of this article.
- 18.2.6 Failure to respond to any of the fields that GADDIN.COM asks you to complete online will not allow you to benefit from the Services offered by GADDIN.COM. This information is intended solely for (i) GADDIN.COM (ii) its service providers allowing it to offer you the Online Services.
- 18.3 Right of access and rectification
- 18.3.1 Each natural person User has at any time and free of charge a right of access and rectification to GADDIN.COM to the extent that the personal data concerning him proves to be inaccurate, incomplete, equivocal, or outdated. Please contact GADDIN.COM or change your personal data online in the "Member Area" section.

- 18.3.2 If you wish to exercise your right of rectification, and if you request it in writing, for example by email, GADDIN.COM will justify having carried out the rectification of the data concerning you.
- 18.3.3 If a data concerning you has been transmitted to a third party, GADDIN.COM will notify this third party of the modification operations carried out.
- 18.4 Other use of your personal data
- 18.4.1 GADDIN.COM reserves the right to transmit the personal data you have provided, either in the context of compliance with a legal obligation, or in application of a judicial, administrative decision, or an independent administrative authority (such as the National Commission for Data Processing and Freedoms).
- 18.4.2 By providing us with the personal data necessary for GADDIN.COM to provide you with the Services you expect, You are also invited to agree that GADDIN.COM may use the data concerning you for marketing purposes, for its own benefit (such as sending an information newsletter) or for the benefit of partners.
- 18.4.3 You have the right to object, free of charge and without cause, to your data being used for prospecting purposes, including commercial, by GADDIN.COM or one of its partners.
- 18.4.4 In the latter case, the partner of GADDIN.COM may send you an email in which it will be clearly indicated to you that it has obtained your personal data through GADDIN.COM the purpose of the correspondence that will be sent to you, the list or category of recipients of the data concerning you, and will remind you that you have a free and without justification right to object to receiving new emails from this partner, by contacting him directly or by contacting GADDIN.COM, making express reference to the shipment made by the partner. If you choose to contact GADDIN.COM, GADDIN.COM will notify the partner of your objection to any processing of personal data on its part.
- 18.4.5 Whether you want to oppose in the future to any solicitation on the part of our partners or to exercise your right of access or rectification, GADDIN.COM undertakes to rectify its files within 7 days of receipt of your written request or email to GADDIN.COM.
- 18.5 Security obligation
- 18.5.1 As a diligent professional, and in accordance with the state of the art, GADDIN.COM implements technical means to preserve the confidentiality of the personal data provided to it by the User and stored on the server on which the data is hosted. However, GADDIN.COM is not responsible for any security breach or any use that would be made by a third party who receives your personal data, particularly because of the use of electronic mail via the Internet, for which GADDIN.COM cannot be held responsible.
- 18.5.2 The GADDIN.COM server is not located on its premises but is hosted by one of its partners. Data transmissions between GADDIN.COM and its partners are secured in such a way as to preserve the security of the data processed by GADDIN.COM.
19. Intellectual and/or industrial property rights
- 19.1 Reminder of the provisions of the Intellectual Property Code
- 19.1.1 Art. L.335-2 CPI : « **Counterfeiting is a crime. Any edition of writings, musical composition, drawing, painting or any other production printed or engraved in whole or in part, in disregard of the laws and regulations relating to the property of the authors, is an infringement; and any infringement is an offence. Counterfeiting ... is punishable by two years' imprisonment and a €150,000 fine** ».
- 19.1.2 Art. L.335-3 CPI : « **Is ... an infringement offence any reproduction, representation or dissemination, by any means whatsoever, of a work of the spirit in violation of the rights of the author... The infringement of one of the rights of the software author is ... an infringement offence ...** »
- 19.1.3 Art. L.343-1 CPI : « **Two years' imprisonment and a €150,000 fine are imposed for violating the rights of the producer of a database ...** ».
- 19.2 Intellectual and/or industrial property rights of GADDIN.COM
- GADDIN.COM holds all intellectual and/or industrial property rights relating to the Site and/or to the elements created and/or provided by it as part of the Service as well as to all documents and materials provided, if applicable, to the User in the course of providing the Services, regardless of their completion status (hereinafter referred to as the "Creations"). In your capacity as Visitor and/or User, you agree not to reproduce any of the elements of the Site.

Any wrong use of the Site would constitute an infringement that could lead to civil and/or criminal proceedings. In addition, the User agrees not to make any use of the Creations, which may infringe the industrial or intellectual property rights of GADDIN.COM.

20. Distinguishing marks

Collectively refers to the trademarks, corporate names, signs, trade names, domain names or URLs, logos, photographs, images and/or other distinctive signs used on the Site, or to designate the Services. GADDIN.COM does not grant you any license or right in any way to the Distinguishing Marks which are the exclusive property of GADDIN.COM or the third parties which have granted it the right to use them.

21. External links

21.1 GADDIN.COM offers tracking links to third-party sites of Advertisers or Partners. These tracking links are for the sole purpose of ensuring the proper functioning of the Services of GADDIN.COM and are technically necessary in order to be able to remunerate the Users for the actions they carry out.

21.2 GADDIN.COM may also offer simple links to other third-party sites. These links are provided as a courtesy only.

21.3 GADDIN.COM is not a content publisher or responsible for publishing the Advertisers, Partners or ordinary third-party sites, and is therefore not in a position to monitor their content. Any access to these sites is under your sole responsibility and at your own risk. GADDIN.COM accepts no responsibility for the content or availability of third-party sites. You acknowledge that GADDIN.COM assumes no liability for any loss or damage that the use of these third-party sites may cause you.

22. Miscellaneous provisions

22.1 Advertisement

GADDIN.COM is authorized to report the reference to the User in its commercial documents or publications, only after written agreement of the User on the exact text of the reference and its use, if this reference is more than the mere mention of the User's name.

22.2 Entire agreement

22.2.1 The latest version accepted by the User of the Terms of Use expresses the full obligations between GADDIN.COM and the User relating to the Services and cancels and replaces any declaration, negotiation, commitment, oral or written communication, acceptance, contract and prior agreement, relating to the provision of the Service by GADDIN.COM for the benefit of the User.

22.2.2 In accordance with article 1369-1 Civil Code, you can access the latest version of the Terms of Use that you have accepted by accessing your User Account at any time, and print them according to the function that your browser offers you.

22.2.3 Any commitment made under any additional stipulations or general conditions, even if signed by both parties, will be null and void after the date of acceptance of the latest version of the Terms of Use by the User.

22.3 Partial invalidity

In the event that any provision of the Terms of Use is found to be invalid or unenforceable by a court decision having res judicata and having become res judicata, the parties agree to attempt to limit as far as possible the scope of such nullity or unenforceability so that the other contractual provisions remain in force and the economic balance of the Terms of Use is, as far as possible, respected.

22.4 Notification

Any notification (notice, record, approval or consent) required or necessary pursuant to the stipulations of the Terms of Use shall be made in writing and shall be deemed validly given if delivered by hand or sent by registered letter with request for acknowledgement of receipt to the postal address of the other party.

23. Applicable law and jurisdiction.

23.1 The Terms of Use are subject to French law, both for the rules of form and for the substantive rules.

23.2 In the event that the Terms of Use are translated or presented on the Site in a foreign language, only the French version of the Terms of Use between you and GADDIN.COM will be authentic.

23.3 IN APPLICATION OF THE PROVISIONS OF ARTICLE 48 OF THE CODE OF CIVIL PROCEDURE, FAILING AN AMICABLE AGREEMENT BETWEEN YOU AND GADDIN.COM FOR ANY DIFFERENCE RELATING TO THE INTERPRETATION, PERFORMANCE OR TERMINATION OF THIS CONTRACT, **JURISDICTION IS**

EXPRESSLY CONFERRED ON THE FRENCH COURTS WHICH SHALL HAVE EXCLUSIVE JURISDICTION, AND THIS, NOTWITHSTANDING THE PLURALITY OF DEFENDANTS, AND EVEN FOR INTERLOCUTORY PROCEEDINGS.

Last update of the General Terms of Use: 17/06/2019