

Terms of Services of "EXPERTY" (hereinafter "ToS", "general conditions of use" or "Terms and Conditions")

Any references in this Terms & Conditions to 'EXPERTY', are to Expertysoft spółka z ograniczoną odpowiedzialnością with its registered seat in Gliwice, Poland, address: ul. o. Gornych Walow 22/4, 44100 Gliwice, Poland, registered under KRS no. 0000836889 in the register of entrepreneurs of the National Court Register kept by the District Court in Gliwice, X Commercial Department of the National Court Register, tax identification number (NIP): 6312690874, statistical number (REGON): 385908505, share capital: PLN 5,000.00 ("Expertysoft").

The platform operates via :

- A website, available at www.experty.io or any other address that may be substituted (hereinafter the "Site" or "Platform").
- Applications on iOS or Android. With limitations indicated on the respective AppStore or PlayStore also mentioned as "Site" or "Platform".
- These ToS apply between EXPERTY and anyone who has selected the website or the application when connecting to the platform.

EXPERTY has designed and edited a platform accessible at the address www.experty.io intended to put in relation Users seeking a text or voice call contact with an Expert.

These general conditions of use define the conditions and obligations related to the use of the website accessible at www.experty.io or the applications.

The fact for the 'User to validate the box on the registration form indicating "I have read and I accept the Terms of Services" and then complete the form for creating an account, carries recognition and acceptance by the User of these ToS applicable to the use of EXPERTY.

Communication

1. Definitions

- Membership : refers to the procedure for registering an Expert to offer his services on Experty
- Application : corresponds to the request made on the Platform by the User to receive any kind of contact via text or voice call.
- Expert (Expert User) : any natural person (Expert) or legal entity (Expert's firm), wishing to use the EXPERTY Service.
- Client User : any natural person (Expert) or legal entity (Expert's firm), wishing to use the EXPERTY Service.
- Service offers : This is the set of tools available to the Expert to edit his Profile and publish content.
- Personal Account : means all the personal data relating to the User, including his telephone number, email address, etc., the registration and use of which is necessary to authentically and securely access the services of the Platform .
- Tip/Advice : refers to the opinion of the Expert expressed during the voice call (or texting) about the User's Request.
- Registration : refers to the online registration process that the User must perform in order to access the Platform. This Registration leads to the creation of the User's Personal Account.
- Platform : means the Site aiming to put in relation the Experts and the Users.
- Profile Expert : means the file of presentation of the Expert to which the User has access on the Site.
- Query : refers to the application (demand) exposed by the User to the Expert during the session.
- PAYMENT-PLATFORMS : refers to any payment system, would it be crypto-currency based, EUR/Dollars based, Credit Card based such as STRIPE, PAYPAL or other providers
- Session : tip/advice provided with the platform support (smartphone, tablet, computer using audio, video, message, transfer, sharing, casting, download, streaming) between a referenced Expert and a user, after being put in contact by EXPERTY.
- Site : means the Site located at www.experty.io (or any other address (es) which may be substituted for it) or any application available on appstore, Playstore...
- User : means any natural person accessing the Platform and holding a Personal Account who wishes to use the services of an Expert.
- Request: It's an initial message from User to Expert, that provides information about the Session's topic so the Expert can decide based on it if he is interested to provide Tip/Advice

2. Purpose of the ToS and current version

2.1. The purpose of these ToS is to define the conditions under which Users can access and use the Platform.

2.2. All Users who access the Platform agree to respect, without restriction or reservation, the ToS which they must compulsorily accept by means of a checkbox at the time of their Registration on the Platform.

2.3. EXPERTY is free to modify, at any time and without notice, the present ToS, in particular to take into account any legal, jurisprudential, editorial and / or technical evolution. EXPERTY will inform the User during his next login on the Platform.

At the time of its connection on the Platform, the User will have to accept the new version of the ToS by means of a checkbox. The prevailing version is the one that is available online.

In case of modification, the Terms of Use applicable to Session are those in force on the date of Sessions.

2.4. If the Users do not accept the ToS or their subsequent modifications, access to the Platform and their Personal Account may be blocked.

2.5. The present ToS are applicable to the relations between EXPERTY and the Users, which constitute a contract. Where appropriate, these may be supplemented by other general or specific conditions.

They are also applicable to the relationship between the User and the Expert, to which EXPERTY is not a party. Indeed, EXPERTY intervenes simply as an intermediary in order to put in relation the Expert and the User who wishes to benefit from the Session.

The terms and conditions are supplemented by the general conditions of use of the secure PAYMENT-PLATFORMS, which Users must accept.

If the Users do not accept these conditions, they must renounce any use of the Platform. In this case, their Personal Account is disabled.

3. Description of the operation of the Site

3.1. EXPERTY activity

The Site allows the connection between Users and Experts as follows:

(i) the User defines the subject of his Request by means of several solutions (e.g. non-limited to voice, video, message, file transfer...),

(ii) Experts whose Profile and skills correspond to the needs of the User can be reached directly,

(iii) the User may access Profile of each Expert and chooses the one with whom he wishes to be connected.

(iv) the Expert receives a notification and organizes with the User the appropriate moment for the session.

A detailed description of the connection between the User and the Expert is provided in Article 3.3 hereof.

The conditions and modalities of this activity are specified below.

3.2 Registering Expert and Client Users to the Platform

a. Registering Users on the Platform is free. The Registration can be done from an external account created on a social network or mobile phone number.

User Registration is a necessary precondition for the use of the Site and for the benefit of the linking service provided there.

To register on the Platform and benefit from the services offered therein, Users must be at least 18 (eighteen) years old and have the legal capacity or the authorization of a guardian or of a curator.

Thus, the Users natural persons recognized to be over 18 (eighteen) years old, to have their full legal capacity and to use the Site for their own account or the needs of their own professional activity (independent for example).

b. Users must indicate a certain amount of information at the time of registration: it could be their name and surname, their email address, their date of birth, their mobile number. The email address must be valid and durable. At the time of the registration Users also provide non-exclusive rights to reuse on the Platform the existing profile information available across on the internet.

Users must indicate their bank details for the payment of services offered by the Site, as requested by PAYMENT-PLATFORMS, provider of the secure payment solution. These bank details must be entered at the latest at the time of Session's request. The said bank details must correspond to one of the banking networks accepted by PAYMENT-PLATFORMS, a secure payment solution used by EXPERTY to put the Users in contact with the Experts. Before validating his details, the User must accept the general conditions of PAYMENT-PLATFORMS.

Users declare on their honor the accuracy, precision and veracity of the information provided when creating their Personal Account, for which they are solely responsible.

Client Users agree that some of the information provided during the creation of their Personal Account may be transmitted to the Experts, for the purpose of providing the services offered by the Platform. This transmission will also facilitate the identification of a possible conflict of interest by the Expert. Only the Expert selected by the User at the time of the request for Session and EXPERTY can have access to this data.

c. Once the Users have completed their registration form and validated it, their Registration is taken into account by the Site, which confirms it by an email sent to the email address indicated by the User. User Profile details may be visible to Experts or other Users .

D. In certain conditions Users can use a temporary profile without creating an account.

The Personal Account of the User is immediately accessible. The User has access, via his Personal Account, to the history of his use of the Site, which includes in particular the detailed summary of the Session (date, number and corresponding Experts), and the related invoices.

4. Description of the Services

Once he has validated his registration on the Registration page, the User may benefit from free and open access to the platform and the search for Experts or access to any Expert directly via the Expert direct link.

The User has access to the following Services, in a form and according to the functionalities and technical means that EXPERTY deems most appropriate.

4.1 The choice of the Expert

The Site allows the User to be put in contact with Experts, via a link or via a directory.

4.2 The User informs his Expert of the subject he wishes to address during the Session

The User can prepare the Session with the Expert he has chosen by any mean.

The User acknowledges that the transmission of content is done immediately and without EXPERTY exercising any control or any prior validation on the content sent and this, including in view of the confidentiality requirements imposed by the Expert's ethics.

In this respect, the User is solely responsible for checking the accuracy and legality of the content he sends.

The User undertakes not to disseminate content information that is malicious, disparaging, willfully misleading, illegal and / or contrary to good morals and respect for privacy and freedom of worship.

The User is also solely responsible for the relations that he may establish with the Expert and information that he communicates to him within the framework of the Services. In addition, the User agrees in his exchanges with the Expert to respect the usual rules of politeness and courtesy.

4.3 The User proceeds to the pre-payment of the Session

To confirm the Session with the chosen Expert, the User is invited to pay the fees of the Expert, the fees of the PAYMENT-PLATFORM and the fees of EXPERTY by completing a payment

form and making a pre-payment by credit card or any payment service provided by the platform.

At this point, the Service is not charged; the Session will be debited at the end of the consultation with the Expert.

4.4 The Session

The User acknowledges having read on the site characteristics and constraints, including technical, of the Service.

The User is informed and accepts that the implementation of the Service requires that it be connected to the Internet and that the quality of the Session depends directly on this connection, for which he is solely responsible.

During the Session, the User exposes to the Expert his case and need, and is free to ask any questions that fall within the Expert's field of competence.

The Experts answer, in the field of their competences, of their ordinal qualifications, to the Users based on the one hand, on the information provided by the users, on the other hand, on the acquired data of the law and the practices usual.

4.5 The end of the Session

The User could have the opportunity to rate the Experts according to the quality of the advice he received during the session.

The notation is visible to other users.

The User authorizes EXPERTY to send him, at the email address indicated in his registration form, a satisfaction survey.

5. Confidentiality

Personal information about Users is confidential. The questions asked by the Users, as well as the answers given by the Experts present on EXPERTY are also absolutely confidential.

All session exchanges are directly accessible through the interface of EXPERTY made available to Users and Experts registered on EXPERTY.

The anonymity of the content session is preserved, EXPERTY is not aware of the subject of the consultation or advice given by the Expert to the User.

6. Financial conditions

The User can at any time access the general conditions of use of PAYMENT-PLATFORMS via their respective terms of use.

EXPERTY has entered into a contract with the payment solution PAYMENT-PLATFORMS, governing the use of the payment solution made available on the Site for the purpose of paying the price of advice provided by the User Advocates.

The conclusion of this contract allows Users to pay, in accordance with PAYMENT-PLATFORMS's general terms and conditions of use, the cost relating to the Advice, which will be paid to the relevant Experts, less the management fees of the platform. These must be expressly approved by the Users to allow them to use PAYMENT-PLATFORMS and pay the cost of the Tips via the Site.

The User must first accept the general conditions of use of PAYMENT-PLATFORMS to pay the Session. This step is mandatory.

The User declares to be perfectly informed that by accepting the general conditions of use of PAYMENT-PLATFORMS, he is contractually bound to PAYMENT-PLATFORMS and that EXPERTY is not party to this relation.

The stipulations of these general conditions of use are entirely applicable to him, except derogations envisaged in these ToS or in case of provisions of public order contrary, repeating null and unwritten the relevant clauses of the general conditions of use of the solution of secure payment PAYMENT-PLATFORMS.

The User is informed that the general conditions of use of PAYMENT-PLATFORMS may provide additional and essential requirements for the use of PAYMENT-PLATFORMS, in addition to those provided in these Terms. EXPERTY is neither in control nor in control. The User undertakes to read these requirements carefully before using the PAYMENT-PLATFORMS payment solution.

The User must record the cost of the Session using his credit card at the time of the request for Session, in view for the Site to ensure its full payment. This is a prerequisite for the notification

of the Session application to be sent to the Expert.

The User must inform his bank details at this stage. Failing this, he acknowledges and expressly agrees that he will not be able to request any Session, and that no session will be provided by an Expert. The User must therefore refrain from using the Platform.

The user's payment is then debited with the amount due.

If the process of a Session due to the unavailability of the Expert or the User failed, the latter will not be debited the amount requested and the Expert will not be paid. The amount pre-paid by the User will be refunded.

This reimbursement is made automatically, but the User is obliged, as a precaution, to warn EXPERTY of such a situation, by sending an email to the address contact@experty.io

If necessary, and after verification , PAYMENT-PLATFORMS may reimburse the User in accordance with the terms and conditions of use of his services, in particular in the event of disputes over unauthorized or improperly executed operations by the User, that the latter must report to EXPERTY by addressing an email to the address: contact@experty.io

Any other complaint on behalf of the User can not be treated by EXPERTY.

The bank details of the User are never transmitted to the Experts.

The User is informed that EXPERTY may have the last 4 (four) digits and the date of validity of his credit card for the purpose of verification of payment and fight against fraud.

At the end of each Session, the User receives a summary including the note of fees sent by the Expert, through the Platform.

The detailed statements of the Session of the User are available on his Personal Account. The User may access it at any time. It is the responsibility of the User to keep this information, in whatever medium and in whatever form.

The User has an invoice by Session. These invoices are issued by the EXPERTY platform, it being specified that this is invoicing on behalf of the Expert, through EXPERTY. The invoice will also mention the fees of EXPERTY representing the service of the User being put in relation with the Expert.

The User is obliged to refer to PAYMENT-PLATFORMS's general terms and conditions of use for any other information regarding the rights and obligations set forth in the conditions relating to the payment of Sessions.

7. Anti-money laundering

The provision of the secure payment solution PAYMENT-PLATFORMS is subject to the applicable regulations relating to the fight against money laundering and the financing of terrorism.

As such, the User is informed that the information relating to an operation carried out within the framework of the ToS can be transmitted to the competent authorities, subject to compliance with applicable regulations and the protection of professional secrecy.

8. No right of withdrawal

The Users do not benefit from the right of withdrawal, to the extent that the Users expressly agree that the Sessions are fully executed before the legal deadline of 14 (fourteen) days after recording the price. Users expressly waive their right of withdrawal when requesting Session.

9. General terms and conditions relating to EXPERTY

9.1. EXPERTY is a third party totally independent of the Users and the Experts. The role of EXPERTY is limited to intermediary between the Users and the Experts, as defined and delimited by the present ToS.

EXPERTY does not interfere in any way and plays no active role in the relationship between Users and Experts, other than that specified in the provisions of these Terms.

9.2. Experts are professionals, have the status of Expert and have as such any degree and title necessary for the exercise of their respective professions.

The Experts could be requested to justify to EXPERTY their quality of Expert. In case of fraud on the part of the Expert on this point, the responsibility of EXPERTY can not be committed.

9.3. The Experts provide advice to users in order to respond to problems that are exposed to them during Sessions. Experts give Advice to Users under their sole and unique professional

and ethical responsibility.

9.4. The data of the Users who have given their consent are collected by EXPERTY as part of the services offered by the latter and in accordance with the present.

The User acknowledges that his data will be transferred to the Expert in application of the present. The data concerned could be his surname, first name, question asked.

EXPERTY can not be responsible in case of failure of the Expert to his obligations what the User recognizes and accepts.

9.5. Experty may need to send you information about the Session and/or General Service, such as important service announcements and administrative messages, by SMS, email or other means of electronic communication.

10. Ethical obligations of Experts

10.1. Experts are required to comply with all the ethical obligations requested to them in accordance with their respective fields.

10.2. In the context of the use of the Platform, and in particular during the Session, the Experts also undertake to respect all the essential principles of the profession of Expert, including in particular the principles of dignity, discretion, prudence, delicacy and loyalty, this list is not exhaustive.

Experts may refuse to pursue a Session because of their ethics (guarantee of independence, conflict of interest, etc.).

All other rules of ethics are also applicable to disputes between Experts and Users.

11. In general, any dispute between an Expert and a user must be settled directly between them, EXPERTY not being part to the contractual relationship between the Expert and the user.

The User will not be able to seek the responsibility of EXPERTY in this respect.

11.1. The User must first notify EXPERTY of any dispute with an Expert, by sending an email to the address contact@experty.io. At the express request of the User or the Expert, EXPERTY may, as an intermediary, attempt to reconcile the Expert and the User regarding the dispute that

has arisen.

In the absence of such a request, the Expert is responsible for resolving the dispute with the User concerned, whether amicably or judicially.

EXPERTY can not be held responsible for the absence of resolution of the dispute between the Expert and the User concerned, even in the case of intervention in the attempt of amicable resolution of the dispute.

11.2. In any case, EXPERTY reserves the right to take any necessary action or initiate any action against the Expert, if this were deemed necessary in the light of the circumstances of the dispute.

12. Liability

12.1. EXPERTY offers a purely technical platform for networking allowing Users to contact the Experts.

In no case EXPERTY is party to the legal relationship formed between the Expert and the User because of the request for Session made by the User and accepted by the Expert. EXPERTY is not responsible for the relationship between the Expert and the User.

EXPERTY does not provide any advice. The Experts act independently, without any relationship of subordination to EXPERTY.

The User thus remains the sole and only responsible for the information communicated for a Session and during this one, and any prerequisites that would be necessary for the realization of the Session (recording of the price of the Session via the secure payment solution PAYMENT-PLATFORMS in particular).

EXPERTY does not provide any other services and does not guarantee, either directly or indirectly, the veracity or legitimacy of Users requests.

Similarly, EXPERTY does not guarantee the content, quality, completeness, accuracy or compliance with the legal provisions in force of the advice provided by the Experts, who give them under their sole and sole responsibility. Session is provided by the Experts in accordance with their ethical rules, for which they are solely responsible.

The responsibility of EXPERTY can not therefore be engaged, directly or indirectly, on the basis of non-compliance with the rules of ethics or professional Experts.

12.2. EXPERTY is not responsible in case of abuse, disloyalty, non-compliance with ethical or professional obligations, or fraud, or any other delictual offense or offense committed by an Expert, a User or a third party to the opportunity to use the Platform.

12.3. EXPERTY does not provide any express or implied warranties, including, but not limited to, the compatibility of the Platform with a specific use, the non-violation of the laws and regulations or these Terms of Use of the Platform. Other Users or Experts.

12.4. No advice or information, whether oral or written, obtained by the User from EXPERTY or during the use of the Platform is likely to create guarantees not expressly provided for in these Terms.

12.5. EXPERTY will take care to secure access and use of the Platform. The Platform is accessible 24 hours a day, 7 days a week, except in case of force majeure or in the occurrence of an event beyond the control of EXPERTY such as possible breakdowns, technical hazards, acts of malicious intent, damage to equipment and maintenance interventions or updates necessary for the proper usability of the Platform. EXPERTY can not be held responsible for an interruption of any part of the Platform.

12.6. EXPERTY only acts as an intermediary and can not be responsible for the acts and facts of the Users between them, with Experts or third parties outside the strict framework provided by these ToS.

EXPERTY can not be held liable for the behavior of Experts or Users, who act on their own behalf and under their entire responsibility.

12.7. The responsibility of EXPERTY can not be called into question in case of force majeure.

12.8 EXPERTY shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the services, even if

EXPERTY has been advised of the possibility of such damages. EXPERTY shall not be liable for any damages, liability or losses arising out of: (i) user or expert use of or reliance on the services or inability to access or use the services; or (ii) any transaction or relationship between user and expert use, even if EXPERTY has been advised of the possibility of such damages. EXPERTY shall not be liable for delay or failure in performance resulting from causes beyond EXPERTY's reasonable control. In no event shall EXPERTY's total liability to you in connection with the services for all damages, losses and causes of action exceed five hundred euros (€500).

13. Use of the Platform - User Obligations

13.1. The User agrees to respect the laws and regulations in force in the context of the use of the Platform. The User agrees in particular not to make discriminatory remarks, racist, xenophobic, anti-Semitic, insults, insults or other violent or pornographic remarks, nor to publish content contrary to public order or good manners, whether on his Personal Account, on the Platform, and more generally during the Sessions.

In general, the User obliges himself, during the Session, to present to the Expert his Motion in a manner consistent with the reality of his situation.

13.2. Following the first connection between a User and an Expert through the Platform, they may freely and directly contact each other for any reason, without again by the Platform.

Thus, the User may again appeal to the Expert with whom he had contacted and whose contact details. Conversely, the Expert may contact the User, which he also has contact information, or to which he can access via his Personal Account, in particular to process and follow the Request which he has communicated to him during the Session or any other Request. .

It is specified that the Expert will make his case of the respect of the rules of professional and ethical in charge of him.

More generally, the Expert undertakes to respect the laws and regulations applicable to his activity and in particular the provisions of Regulation (EU) 2016/679 on the protection of personal data of April 27, 2016 and Law No. 2018 -493 of June 20, 2018 relating to the protection of personal data.

13.3. When registering online on the Site, the User undertakes to provide true, accurate, up-to-date and complete information about his identity and contact details. The use of pseudonyms is strictly forbidden. He undertakes to immediately update the data in case of modification.

The User may only open one Personal Account on the Platform, which is limited to his own personal use only.

The User is responsible for all the consequences related to the posting of incorrect information.

The User undertakes to immediately inform EXPERTY of any event likely to affect its use of the Platform, such as a dispute with an Expert.

13.4. The information posted by the Users on the Platform is under their responsibility, and they guarantee EXPERTY against any claim or recourse of any natural or legal person who feels aggrieved by the published content.

The User is responsible for the use made of his Personal Account and will take care to protect said Account and its information. He is obliged to inform EXPERTY in case of impersonation, loss or unauthorized use of his Personal Account, without delay, by electronic mail, specifying his surname, first name, postcode, city, date of birth, telephone, the email address used for his / her Personal Account, at contact@experty.io to enable EXPERTY to take action to remedy the situation, including the cancellation and / or updating the relevant Personal Account. The misuse of this signaling capability is likely to entail the responsibility of the abuser.

13.5. The User is responsible for the equipment with which he accesses the Platform (purchase, maintenance, updating of the browser, use of the webcam etc.), which he has custody, including his email address, etc. He will take care not to leave his, personal computer, tablet, phone or any other mobile device unattended.

It undertakes to take all necessary and useful measures to protect and secure its equipment, in particular by never communicating them to third parties or by not letting them be accessible to them.

The User undertakes to check the conformity of bank withdrawals made to his bank account, via the secure payment solution PAYMENT-PLATFORMS, with the statements of Sessions placed at his disposal in the history of his Personal Account, which are authentic and prevail any other document relating to the User's Personal Account that may be sent to him.

13.6. The use of the Platform is prohibited to Users whose Personal Account has been voluntarily suspended or deleted by EXPERTY, for a specified or indefinite period indicated to

the User.

13.7. In the event of knowledge of a clearly illicit act of a User and / or in case of violation of the stipulations of these Terms and / or any legal or regulatory obligations, EXPERTY may, after informing the User, delete or suspend the Account. User's staff. EXPERTY reserves the right to take any use of the Platform that does not comply with these Terms and Conditions before the competent judicial authorities.

13.8. Users acknowledge that their access to the Platform may be subject to certain technical requirements. Thus, users must have a broadband internet connection, an up-to-date internet browser, a webcam and a computer, tablet or smartphone. Failing this, the operating difficulties of the Platform that may exist can not engage in any way whatsoever the responsibility of EXPERTY.

EXPERTY is not responsible for the internet network, nor for the good functioning of the telephone networks, the Session being passed between the Expert and the User via their respective devices and Internet access.

13.9. If the User has legal protection insurance, it is his business to implement it in case of use of the Site, the responsibility of EXPERTY or the Expert can not be engaged in this respect.

14. Protection of privacy and personal data of Users

14.1. Users must provide certain personal data to access the platform and create a Personal Account to which they access by means of a validation link sent to their email address.

14.2. The personal information of Users collected directly and whose entry is mandatory is subject to automated processing, in particular for the purpose of:

- Performing operations relating to the management of Users and Experts concerning in particular:
 - The General Terms of Use and Sale
 - Registering on the Platform
 - the Expert and the User
 - Managing Queries, Claims and Requests
 - Invoicing and Accounting
 - Managing Personal Accounts on the Platform

- Monitoring the Business Relationship
- Management Payment of Experts
- Manage requests from Users and Experts.
- Develop trade statistics
- Manage opinions and observations on the Platform.
- Organize promotional operations and events.

14.3. The data are kept for the duration necessary for the management of the contractual relationship, in accordance with the applicable laws and regulations.

However, data allowing the establishment of proof of a right or a contract, or kept for the respect of a legal obligation, can be archived safe for a duration not exceeding duration necessary for the purposes for which they are held.

14.4. Employees, authorized employees of EXPERTY, including finance, marketing, commercial, administrative, customer relations, logistics and IT services are likely to have access to data.

In addition, EXPERTY service providers and subcontractors may have access to data, particularly as part of their mission to:

- Host the Platform;
- Management of transactions made on the Platform;
- Accounting management;
- Secure online payments and fight against fraud
- Development and maintenance of the Platform;
- Information and follow-up of past Sessions on the Platform.

The User expressly agrees that his / her bank details are collected by the PAYMENT-PLATFORMS payment service provider, for the sole purpose of paying Sessions, in accordance with the legal provisions in force, without EXPERTY necessarily and directly having access to them. Notwithstanding the foregoing, the User is informed that EXPERTY may have the last 4 (four) digits and the validity date of its bank card for payment verification and fraud prevention purposes.

The User must accept the general conditions of use of PAYMENT-PLATFORMS before any use

of its services, providing for the terms and conditions of the processing of personal data by the latter.

The data can also be transmitted to the judicial and control authorities but also to the auxiliaries of the judiciary and the ministerial officers in the framework of their mission of recovery of debts and protection of the interests of EXPERTY.

14.5. The data is kept in the European Union. However, if some EXPERTY providers are located in countries outside the European Union, EXPERTY may have to transfer data to third countries.

14.6. The User has the right to request access to his personal data and request that it be rectified, completed or updated. The User may also request the erasure of his data or oppose their treatment, provided that there is a legitimate reason.

The User may withdraw at any time the consent he has given to EXPERTY concerning the processing of his personal data.

The User may request to exercise his right to the portability of his data, that is to say the right to receive the data provided in a structured format, and the right to transmit this data to a third party.

Notwithstanding the foregoing, EXPERTY may retain certain data when the laws and regulations applicable to its activities require it or where it has a legitimate reason to do so.

14.7. It is understood that the personal data of the Users are kept in conditions that comply with the security and confidentiality requirements provided by the applicable laws and regulations. In general, EXPERTY undertakes to comply with all the obligations incumbent on data controllers by the applicable regulations, including the General Regulation on the Protection of Personal Data of 27 April 2016 and Law 2018- 493 of June 20, 2018 relating to the protection of personal data.

14.8. In the event of a security breach of the Platform or loss of personal data relating to Users, EXPERTY will inform them by any means under the applicable legal conditions.

It will take all the necessary measures, within the limits of its human, material and financial resources, to remedy the flaw and ensure the security of the data.

15. Intellectual property

15.1. Without this list being exhaustive, the "EXPERTY" marks as well as its derivatives, the logos, the graphic charter, the layout, the information, the presentation and the content of the Platform, as well as the corporate names, trade names, signs, domain names, constitute works within the meaning of the French Intellectual Property Code. EXPERTY is the exclusive owner and / or operator.

Any reproduction or representation, in whole or in part, of the Platform or its components, such as trademarks, logos, graphic design, layout, information, presentation and content of the Platform, without this list being limitative, is prohibited.

15.2. EXPERTY holds the necessary authorizations relating to the intellectual property rights attached to all materials and documents made available to Users within the framework of the Platform, the reproduction or representation, total or partial, is strictly prohibited.

In the absence of compliance by the Users of the aforementioned prescriptions, EXPERTY reserves the right to take legal action against them.

15.3. EXPERTY grants to Users only, in a personal, non-exclusive and non-transferable capacity, a right of temporary use of the aforementioned elements, in order to allow the use of the Platform and the execution of these ToS. This right of use terminates upon the termination of the use of the Platform for any reason whatsoever.

Registration on the Platform does not involve any transfer of intellectual property rights for the benefit of the User, who is solely responsible in case of breach of the aforementioned provisions.

15.4. The Platform may contain hypertext links to third-party websites operated by the Experts or any other third parties over which EXPERTY has no control.

Therefore, EXPERTY declines all responsibility for the content of these third party sites, the use that could be made of them and the content to which these third party sites may refer, of which the Expert concerned is solely responsible.

15.5. The Users guarantee EXPERTY as for all the data (texts, images, etc.) that they provide to the Platform, during their Registration or later. Thus, the Users undertake that these data are in conformity with the legal provisions in force, in particular those relating to the right of intellectual property, either because it is data free of right or that the Users have obtained any prior authorization required of the licensees to exploit them. These elements must also comply with

the provisions on public order, good morals, defamation, privacy, etc., without this list being exhaustive.

The User authorizes EXPERTY to use all the data provided when registering on the Platform or later for the purposes of providing the Platform. This right of use granted by Users is free of charge.

15.6. EXPERTY can not be held responsible for the use by an Expert of all or part of the elements belonging to the User concerned, the Expert or the User at the origin of the use without right being the sole responsible legal and financial consequences attached to it.

15.7. It is understood that only the copy for private and internal use of the Platform by the User, solely to allow access and use of the Site, is authorized, apart from any use intended to store content exclusively, or to any other purpose.

16. Termination

16.1. The ToSs are concluded for an indefinite period.

The User may suspend or close his Personal Account at any time, for any reason whatsoever, by sending a request to EXPERTY by email to the address contact@experty.io EXPERTY will be entitled to ask the reasons, request to which the User undertakes to answer precisely.

In case of suspension, deactivation or deletion of the User's Personal Account, the User will no longer be able to access any functionality of the Platform.

If the User has suspended his Personal Account, he may reactivate it at any time, upon request to EXPERTY at the above address.

16.2. EXPERTY reserves the right to terminate the ToS, in accordance with the provisions provided herein, particularly in case of non-compliance by the User. Termination will take effect with reasonable notice, after information and exchange with the User.

16.3. Notwithstanding the termination of the TOUs, some of the obligations provided for herein will continue due to their nature, including Article 11.

17.1. EXPERTY's failure to take advantage of any failure or breach by the User of any of its contractual or legal obligations shall not be construed as a waiver of any such default or breach. The fact that EXPERTY does not invoke a stipulation of the ToS does not waive the benefit of said stipulation.

17.2. In the event that a provision of the ToS was declared invalid or invalid, this provision will be considered as unwritten, all other provisions of the ToS continue to apply.

18. Cookies

Cookies, documents generated by the server of the site, can be automatically deposited on the terminal of the User and allow the use of the main functionalities of the Platform as well as to establish statistics of frequentation and analysis of The deactivation of cookies is possible but can nevertheless disrupt the normal operation of the site.

19. Language

In the event of a translation of these terms into one or more languages, the language of interpretation will be the English language in the event of contradiction or dispute over the meaning of a ToS.

20. Applicable law

The present ToS will be governed by Polish laws.

21. Jurisdiction

Any dispute between EXPERTY and a User must be the object of an attempt at amicable resolution. In the absence of an amicable outcome within the period of 60 (sixty) days from the occurrence of the dispute, the latter, whatever its origin, that it concerns in particular the formation, the execution, interpretation, validity, termination or resolution of these Terms and this includes for conservatory procedures, emergency procedures, in case of summary, warranty, request or number of defendants, will fall within the jurisdiction of the competent French courts, in accordance with the rules of ordinary law.

22. Date of application

These general conditions entered into force on 27 August 2020.