



# Terms & Conditions of Free Listing (1/2)

**LeGuide.com S.A. publishes different websites through which Internet users can search for products and services. The Internet user can thus identify, compare and access merchant's online offers. The present Terms and Conditions serve to define the details of the said Free Listing Service.**

**Article 1. Definitions:** In the Terms and Conditions below, whenever the following terms are capitalized, regardless of whether they be in the singular or plural, they will have the meaning attributed to them in the present article:

**"Click"**: activation, by a web user of a hypertext link to a URL [Uniform Resource Locator] address supplied by the Merchant;

**"Merchant"**: the LeGuide.com S.A. Merchant who has subscribed to the Free Listing Service;

**"Merchant Sites"**: the Internet site(s) by means of which the Merchant sells and distributes the products / services included in his Feed;

**"Databases"**: the database(s) used by LeGuide.com S.A. and/or any entity contractually linked to LeGuide.com S.A. to index Merchant Sites and products/ services included in Merchant Feeds;

**"Extranet"**: the online interface made available to Merchants who subscribe to the Free Listing Service or the Free Listing Service, where they can manage their shop account.

**"Feed"**: the product feed(s) listing the products/services offered by the Merchant on his site(s);

**"LeGuide.com S.A."**: the public company LeGuide.com S.A., whose capital is 1,675,171.50 € and whose headquarters are located at 4 rue d'Enghien, 75010 Paris - France (RCS Paris B 425 085 875);

**"Parties"**: when this word is used in the plural, it means the Merchant and LeGuide.com S.A. When it is used in the singular, it means one of these:

- <http://www.webmarchand.fr/> in French and its local versions: <http://www.shopwahl.de/>, <http://www.shopwahl.at/>, <http://www.shopwahl.ch/>, <http://www.shopwahl.be/>, <http://www.shopwahl.lu/> in German, [www.pricesavvy.co.uk](http://www.pricesavvy.co.uk), [www.pricesavvy.ie](http://www.pricesavvy.ie) in English, <http://www.mercamania.es/> in Spanish, <http://www.pagineprezzi.it/> in Italian, <http://www.koopkeus.nl/> in Dutch, <http://www.webkupiec.pl/> in Polish, <http://www.prisvis.se/> in Swedish, <http://www.prisvis.dk/> in Danish

- <http://www.leguide.net/> in French and its local versions: <http://www.antag.de/>, <http://www.antag.at/>, <http://www.antag.ch/> in German, <http://www.antag.co.uk/>, <http://www.antag.ie/> in English, <http://www.antag.es/> in Spanish, <http://www.antag.it/> in Italian, [www.antag.com](http://www.antag.com) in Dutch, <http://www.antag.pl/> in Polish, [www.valomak.se](http://www.valomak.se) in Swedish, [www.valomak.dk](http://www.valomak.dk) in Danish

- <http://www.gooster.fr/> in French and its local versions: <http://www.gooster.de/>, <http://www.gooster.at/>, <http://www.gooster.ch/> in German, <http://www.gooster.co.uk/>, <http://www.gooster.ie/> in English, <http://www.gooster.es/> in Spanish, <http://www.gooster.it/> in Italian, <http://www.gooster.nl/> in Dutch, <http://www.gooster.pl/> in Polish, <http://www.gooster.se/> in Swedish, <http://www.gooster.dk/> in Danish

- <http://www.dooyoo.de/> in German and its local versions: <http://www.dooyoo.co.uk/> in English, <http://www.dooyoo.es/> in Spanish, <http://www.dooyoo.it/> in Italian as well as all other sites and multimedia services that are exploited by LeGuide.com S.A. or by any other site, entity or Merchant directly exploiting or an unbranded site using the database.

**"Terms and Conditions"**: the present Terms and Conditions.

**Article 2. Objectives – Declaration of assent:** The objective of the Terms and Conditions is to define the respective rights and obligations of the Merchant and LeGuide.com S.A. in relation to the Free Listing Service. It is the Merchant's responsibility to read and understand the Terms & Conditions. The Terms & Conditions may be accepted over the Internet, via the Extranet. The Parties recognise each other's professional status, and therefore agree to discount the provisions of articles 1369-4, numbers 1 to 5, and from those of articles 1369 - 5 of the French Civil Code. The Terms and Conditions may be modified by LeGuide.com at any time.

**Article 3. Applicability:** The Terms and Conditions shall take priority over all other terms and conditions and in particular any established by the Merchant.

**Article 4. The Parties:** The Merchant declares that he has agreed to the present terms & conditions as a representative of his business and recognises that the present terms have been concluded in direct relationship with his business activity. In case of a legal dispute, the Merchant may not invoke consumer law against LeGuide.com S.A.

**Article 5. Basic Conditions of Access to Free Listing:** The LeGuide.com S.A. Sites are well known for their quality content, access to the Free Listing Service is therefore reserved for Merchants and services/products that fulfil the following criteria:

- In addition to legal information, The Merchant Sites must offer terms and conditions allowing Internet users to identify the Merchant and find his contact information and physical address;

- Merchant Sites must be accessible at regular, predefined times;

- Merchant Sites must be user friendly and clear enough for web users to navigate the site easily;

- Offers on Merchant Sites must be precise, clearly described, and true;

- Merchant Sites must offer an online ordering system with either online payment or cash on delivery (COD). Furthermore, the Merchant agrees that, upon agreeing to the present terms and for the duration of the Free Listing Service that:

- he is the true supplier or reseller of the products/services covered by the Free Listing Service and that he holds all the necessary rights to this effect;

- he has always and will continue to respect local and international regulations, and in particular those laws and regulations applicable to the products/services in his Feed and, more specifically, those laws and regulations applicable to online sales of products and services to consumers, to personal data protection, to the prohibition of false or misleading advertising, to the regulation of sales and discounts of all kinds, and the prohibition of sales at a loss as indicated in French commercial law in article L.442-2 of the Code of Commerce; and

- more generally, his activity is legal and he is authorized to advertise, sell and distribute the products/services in his Feed, such that LeGuide.com S.A. should not have any concerns in this respect.

**Article 6. Terms of Access to the Free Listing Service:** The Merchant wishing to avail of the Free Listing Service must first accept the Terms & Conditions.

**Article 7. Merchant Obligations & Guarantees:** The Merchant promises to hold neither LeGuide.com S.A. nor any third party responsible for damages and that no one will file claims or complaints against LeGuide.com S.A. concerning the intellectual or industrial laws that may relate to the products and services listed in the Databases and to any element provided by the Merchant for listing on the LeGuide.com S.A. sites. Should LeGuide.com S.A. be held responsible for or become engaged in any dispute arising from any special offer, product or service from the Merchant's Feed, the Merchant wholly discharges LeGuide.com S.A. of all associated penalties and fees, particularly for legal advice, damages, expenditure, or inconvenience incurred by any such prosecution.

**Article 8. Limited Liability of LeGuide.com S.A. :**

LeGuide.com S.A. shall not be held responsible for:

- the form, the nature or the contents of Merchant Sites and offers nor for their compliance with official regulations, especially with regards to false or misleading information;

- the non-compliance, quality or safety levels of the Merchant's products/services and the products/services offered on Merchant Sites;

- inaccurate information communicated by the Merchant or any invalid elements that may have provided for the implementation of the Free Listing Service; and

- difficulty accessing or connecting to LeGuide.com S.A. Sites or temporary site unavailability or dysfunction.

LeGuide.com S.A. shall under no circumstances be considered as the Merchant's representative, intermediary or reseller in relation to web users. LeGuide.com S.A. shall be legally considered a third party to contracts drawn up between web users and the Merchant. Therefore, LeGuide.com S.A. shall in no way be held responsible for ensuring that the Merchant executes web users' orders or for guaranteeing web user solvency. Under no circumstances may LeGuide.com S.A. be held liable, unless the Merchant can provide proof of incorrect behaviour by LeGuide.com S.A. shall not be held accountable for any damages that may be suffered by the Merchant, such as shortfall in earnings, financial prejudice, commercial prejudice, customer or order losses, or any other form of indirect prejudice.

LeGuide.com SA reserves the right to cease the listing of any of its Sites at any time and without any notice. The Merchant will not make any claims to LeGuide.com following the suspension of listing of any of their Sites.

**Article 9. Competitors:** The Merchant unequivocally accepts the publication and juxtaposition of information, products and offers of competitors on all LeGuide.com S.A. Sites, even on the same page as the Merchant's own offers are published.

**Article 10. Intellectual Property:** The Merchant gives LeGuide.com S.A., free of charge and without geographic limitation, the right to use, represent, reproduce, and distribute, in any form, any distinctive data and icons given to LeGuide.com S.A. by the Merchant for the implementation of the Free Listing Service. These rights relate to all intellectual property laws relative to the aforesaid distinctive data and icons (hereinafter "Data and Icons"). Specifically in relation to the Data and Icons, this provision includes:

- reproduction rights on the LeGuide.com S.A. sites;

- the right to make Merchant Data and Icons available to Internet users for download and reproduction via any kind of fixed or mobile telecommunication network or channel, on any kind of terminal, at any place or time, in any known or future protocol, norm, format, or language;

- the right to change or modify the format or technical appearance of Merchant Data and Icons or include them next to other contents in order to achieve ends detailed in the contract, and also to link them to other projects or content on our sites while still respecting the author's moral rights;

- the right to archive Merchant Data and Icons and integrate them into the



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### Databases;

- the right to use Merchant Data and Icons for advertising purposes in any form of publicity on the LeGuide.com S.A. Sites. The above rights thus conceded are established with the sole objective of facilitating the Free Listing Service and are non-exclusive in nature as long as the Merchant is listed on LeGuide.com S.A. Sites. It should be noted that LeGuide.com S.A. shall attribute neither a licence, nor any other form of usage rights over the LeGuide.com S.A. sui generis intellectual and industrial property rights covering the LeGuide.com S.A. Sites and Databases, their contents, presentation, organisation, and activities. In the case of unforeseeable or uncontrollable events making it impossible to execute the contract, LeGuide.com S.A. reserves the right to suspend or nullify all or part of its services without prior notice. The Parties agree that such events include: legislative or regulatory modifications, fire, storms, flooding, strikes within the company, power cut or overload, breakdown of computer cooling devices and the blocking or slowing down of telecommunication or computer networks.

**Article 12. No Charge Policy:** The Merchant will incur no billing charges for the Free Listing service. The Merchant is reminded that, in order to benefit from better visibility, they may subscribe to Priority Listing, a pay-per-click service offered by LeGuide.com. The Merchant is required to integrate the logo/s of LeGuide.com sites on their Merchant Sites benefitting from Free Listing. These logos will be provided on the LeGuide.com Extranet.

**Article 13. Free Listing Service Duration - Cancellation:** The duration of the Free Listing Service is unlimited for those Merchants who respect LeGuide.com's listing charter, and who have accepted the present Terms and Conditions. LeGuide.com reserves the right to cancel a Free Listing within 30 working days of the reception of a signed, recorded letter from the Merchant. Should one of the Parties fail to fulfil its duties or violate any one of its obligations as defined by the present terms, the other Party may annul the present contract ipso jure with 30 calendar days' advanced notice by recorded letter.

**Article 14. Invalidity of Provisions:** If any provision included in the present Terms and Conditions is shown to be invalid under current laws or regulations, it will be deemed null and void but shall not invalidate the present contract unless the provision is vital to its application or intent.

**Article 15. Confidentiality of Commercial Information:** The Parties are authorised to cite one another as commercial partners.

**Article 16. Applicable Law - Jurisdiction:** The Terms & Conditions shall be governed exclusively by French law. Any dispute concerning the validity, interpretation, or execution of the Terms & Conditions will come under the exclusive jurisdiction of the Tribunal de Commerce de Paris (Paris Commercial Court), notwithstanding the plurality of defendants or the introduction of third parties.