General Conditions

These General Conditions (« hereinafter « the Conditions ») govern the relationship between NotiFide and your entity (« hereinafter « the Client-User ») and the relationship between NotiFide, its Users and Visitors as defined by section 1 of these Conditions. Use of NotiFide by yourself is proof of your full acceptance of the Conditions as they appear on the Website on the day of use.

1. Definitions

« NotiFide »: means, as appropriate, either NotiFide S.A.S. and/or its affiliated businesses., or the services and functionalities available via (a) our website on www.NotiFide.com (including sub-domains and mobile, foreign or international versions of our website)(hereinafter "the Website"), or (b) whatever other support or network, whether existing or future, developed or to be developed by us.

« You », « you» « your »: refer either, depending on your status on NotiFide i) to the Client-User, including its employees or agents, or ii) to the Visitor.

« Party (Parties) »: you or us, depending on the context.

« Administrator »: Individual duly authorized by the Client-User, as mentioned on Client-User's Client Access Form, who NotiFide will be authorized to consider as being empowered to grant any and all access and contributing rights to Contributors and access rights to Consultants and who will, to this end, have authority to grant relevant Login and Passwords.

« Contributor »: individual authorized by the Administrator for a Client-User. NotiFide will be entitled to consider such individuals as having full authority to insert and amend the Information.

« Consultants »: employees or agents of the Client-User having been granted read-only access rights to NotiFide.

« Details »: Part of the Information which you publish that is identified as such and is intended to be shown as per your request as valid notification address for any notification having legal effects under contracts between you and other Users and Visitors –or to be allocated to other contractual or administrative use, should you wish to

"Documents": Any files or other document that You upload on NotiFide as part of your Information.

"E-mail Addresses": Any e-mail address that you insert in your Information, for instance to enable Users and Visitors to issue a request for a specific type of document (hereinafter the "Communication Request Facility"), or, if you are a Visitor, to receive the communication of such documents

« Exceptional Operations »: Events such as mergers, demergers, liquidation, which affect the Client-User.

« Information »: all of the data you publish on NotiFide, including your Details and, if you post any, your Documents, your E-mail Address(es), your Documents and your Links.

"Links" Any links to your website or your Group's website that you share on NotiFide as contemplated in article 8 of the Conditions.

« NotiFide Number »: Identification number given by NotiFide to a User as more fully described under 2.2 of these Conditions.

« Process Agent »: individual or legal entity appointed as « Process Agent » or « Agent appointed for the service of process » in your bilateral or multilateral contracts and tasked with the duties described in such agreements or prescribed by laws applicable to said Agreements.

« Process Agent NotiFide »: process agent services offered by NotiFide as per article 12 of the Conditions.

« Publish », « Publication »: refer to what you include on NotiFide or whatever data you make available to us through other means.

« Registered mail »: registered mail with proof of receipt or express courier service allowing for reliable tracking of information relating to sending date and date of receipt.

« Special Conditions »: Supplement to the Conditions, defining specific conditions of your NotiFide subscription and which is deemed to form part of these conditions.

« User »: Third party also being a User of NotiFide.

« Visitor »: Third party who has not been granted the right which Client-Users have to input information on NotiFide but being able to access your Information.

2. Publication of your Information

You acknowledge and agree that it is your responsibility to control what Information you Publish on NotiFide and how it is displayed on NotiFide's web-site. You undertake to behave in a lawful and ethical manner. In order for the other Users and for us to be able to use your Information you fully and unconditionally accept the following:

2.1. In relation to any part of the Information that is or may be protected by intellectual property rights (such as, but not limited to, your commercial name and or brand) you hereby expressly grant us free of charge a non exclusive, worldwide license for the sole purpose of the posting of this information (which your Contributor will have entered) on the NotiFide web-site. This license will expire at the end of the retention period as stated in article 2.3 of the Conditions.

2.2. You acknowledge that NotiFide is authorized to create a NotiFide NumberThis number is intended to make it easier for Users to identify their contracting parties. NotiFide irrevocably grants you for an unlimited duration a non exclusive right of use of this NotiFide Number which will remain NotiFide's property.

2.3. You acknowledge that historical searches on changes in the Information are part of and contribute to achieving NotiFide's mission and are in the interest of the community of Users. You therefore accept that all of the Information linked to your contribution be retained for an unlimited duration after the effective date of the termination of your subscription and be kept available to Users in the context of historical searches, subject to your right to access and rectify data, said continuous rectification right being limited to rectification of obvious administrative errors.

3. Data Privacy

3.1 You hereby agree that
i) as a principle, references to individuals should be avoided and replaced, as much as possible, by references to the Client User's

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relevant department; ii) where such references to individuals cannot be avoided, all data relating to individuals published by the Client-User on the Website will be limited to their names and professional details – including e-mail address – mentioned in the "Detail(s)" Section and to the names an e-mail addresses of any other individuals that you may mention as meant to receive specific requests. iii) In making such references, you will always will comply with the rules and regulations governing personal data protection that are locally applicable to your employees and agents.

3.2 Client-User undertakes to obtain express consent from all individuals mentioned above and from Process Agents where applicable, for the publication of such information on the Website as part of Client-User's Information as described in the Conditions in order to ensure that NotiFide shall not have any liability in relation to publication of such data. Client-User will indemnify NotiFide for any liability or damages arising from a breach of Client-User's undertaking.

3.3 Client-User undertakes to use the Communication Request Facility of the Confidential area of the "Documents" section of its Information as exclusive mean to enable the communication of confidential documents (such as those which include personal data (for eg. lists of authorized signatories, front-officers, etc…)) which, for this reason, are not to be stored under the Client-User Information available on NotiFide .

4. Use by Client-User, Users and Visitors of data on the Website

4.1 Acting in compliance with NotiFide's goals
NotiFide is a database on corporations (or other forms of legal entities) set-up to contribute to the full efficiency of bilateral and multilateral contracts entered into between Client-User and Users or Visitors or between Users and Visitors. It is also set-up to facilitate the exchange between them of corporate documents which are necessary for identification purposes or for other purposes such as needs of their respective legal or compliance departments. Client-Users, Users and Visitors are therefore expressly forbidden to directly or indirectly use the contents of the Website, including the Details, Links, E-mail addresses and Documents of Users for communications having an advertisory nature (such as unwelcome mailings or Advertisements). Should NotiFide believe that a User has breached this prohibition – e.g. based on concurring complaints from other Users – the first breach will lead to a warning sent by Registered mail by NotiFide. In the case of a second (or other subsequent) breach, NotiFide shall be entitled to suspend offending User's subscription without prejudice to NotiFide's right to claim indemnification from offending User or Visitor. In this regard a penalty of EUR 10 000 per impacted recipient will be due by Client-User or Visitor for breach of this article of the Conditions.

4.2 Mailings prepared at Client-User's initiative.
Subject to its obligation to comply with 4.1 above Client-User shall be free to copy, download, print, consolidate the Information of Users for purposes including, but not limited to, preparing mailings which are not of an advertisory nature destined to its contracting parties (such as notifications due under the relevant agreement or mailings to inform its contracting parties in relation to performance of agreement between them).

5. Safety

NotiFide shall use reasonable efforts to deliver a secure service but Client-User and Visitors acknowledges that absolute safety cannot be guaranteed. Client-User is under an obligation to contribute to a safe NotiFide environment by complying – and by ensuring that its Administrators, Contributors, agent and employees comply – with the following rules:

5.1. Client-User and Visitors shall not access or attempt to access an account belonging to another User. Client-User shall not communicate its password to others and shall not allow others to access its account.

5.2. Client-User and Visitors shall not access NotiFide through automated methods (such as robots, spiders, etc…) and will not obtain information related to Users in such manner.

5.3. Client-User and Visitors shall not download/upload viruses or other malicious codes.

5.4. Client-User and Visitors shall not use NotiFide for illicit, illegal, malicious or discriminatory purposes.

6. Accuracy of Information

It is important for NotiFide's mission that it provides the most up to date and accurate data (and especially the Information) on Users. Client-User therefore undertakes:
6.1 To only post accurate information and to up-date it as soon as possible when it becomes obsolete.

6.2 Not to create accounts for other parties without their authorization and not to publish data on third parties without their authorization.

6.3 To use its best efforts while participating in the self-regulation of NotiFide by flagging (using the « doubtful » icon) any likely inaccurate information it may come across or become aware of in the Information relating to a third party. This process's sole purpose is to contribute to the efficiency of the system in the interest of the community of Users. Therefore, when doubts are reported to NotiFide, it may, depending of the circumstances, liaise with the relevant Contributor to seek clarification or have a rectification operated. NotiFide shall have discretion to decide whether or not to take such a step. No delay in doing so or failure to act will trigger liability for NotiFide. Within the limits of applicable regulation NotiFide guarantees anonymous treatment of doubt reporting.

6.4 Respond in a timely manner to request for clarification sent to Client-User further to existence of doubts and, where relevant, post rectified Information as soon as possible.

7. Protection of third parties and other breaches

NotiFide reserves the right in its sole discretion to remove Information or any material if NotiFide considers such information to be in breach of any applicable laws or regulations, copyright, patent trademark, or other intellectual property right or in violation of any license for the use of software or in breach of rights of Users or of third parties and/or to be in breach of the Conditions, including the case of confirmed doubts and the case of absence of response within one month of notice of doubt.

7.2 NotiFide shall be entitled to delete an account or to freeze it in the case of infringement on rights of a third party. Failure on NotiFide's part to do so will not constitute any grounds for liability on the part of NotiFide.

8. Specific provision relating to shared links

Should Client-User include in its Information a link to its website or that of its group, Client-User hereby confirms that it authorizes NotiFide to show such website link and its contents on the Website.

9. Publicity on NotiFide

NotiFide reserves the right to post advertisements on its website as long as it deems the service or product likely to be of interest to a significant portion of its Users.

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For this purpose NotiFide undertakes not to transfer your Information to any marketing or advertising services without your express consent.

10. Exceptional Operations affecting the Client-User

Occurrence of any Exceptional Operations causing the Client-User to disappear shall entitle NotiFide to maintain the Client-User in the historical data on its database and to include the historical Information in the historical information section of entities resulting from the Exceptional Operation or that are related to it (including entities the Client-User has been merged into and similar situations). In the presence of Exceptional Operations the relevant Contributors must bring due care to timely up-date of Information including specifying effective date of such Exceptional Operation.

a. Merger : Where the Client-User is absorbed by another entity (e.g. Client-User merges into another entity) and such other entity is not already also a Client-User of NotiFide on the effective date for such absorption it is hereby expressly stated that as a result of this absorption the absorbing entity will automatically assume the rights and obligations of the Client-User under these Conditions. Therefore the Contributor for the Client-User being absorbed shall ipso facto become the Contributor for the absorbing entity until notification is made to NotiFide of a successor in this role. NotiFide will create a new NotiFide Number for the absorbing entity.

b. Demerger : Demerger of a Client-User will bring about creation of at least an additional Client-User. The Demerged Client-User's Contributor prior to the demerger will, by full right and until notification to NotiFide of a successor Contributor, be the Contributor set for the new Client-User. NotiFide will create new NotiFide Numbers for each new entity resulting from the demerger.

c. Liquidation : Contributor is entitled to fill in details of Client-User's liquidation.

11. Duration – termination

11.1 Your subscription to NotiFide is valid for a year from the effective date shown on the Special Conditions. In the absence of termination notice sent via registered mail by the Client-User or by NotiFide two months before maturity date of subscription, this duration will automatically be extended each year for another year.

11.2 NotiFide shall also be entitled to terminate with immediate effect through termination notice sent by registered mail, in case of material breach by the Client-User of its obligations under these Conditions, provided that such breach has not been remedied one month after notification of breach.

12. Process Agent

In bilateral and multilateral contracts entered into by Client-User with other Users or Visitors of NotiFide which include a specific reference to appointment of a Process Agent as defined in section 1 above, the Process Agent section of such agreement shall refer to one of the following two options, as determined by Client-User:

12.1. First option: External unchanged Process Agent(s): such posting maintains the Process Agent as determined in the existing contract(s) (hereafter: « External Process Agent »).
By posting information relating to its Process Agent(s) the Client-User declares that it has obtained all authorizations and has taken all necessary steps vis-à-vis the Process Agent in order to allow for insertion by Client-User and under its own responsibility of such information. Client-User thus acknowledges that NotiFide's liability shall not be sought in relation to such posting.

12.2. Second option : NotiFide Process Agent (optional service): You may elect to reference NotiFide's dedicated Process Agent (hereafter « NotiFide Process Agent ») in your bilateral and multilateral conventions provided that such service is offered by NotiFide in the relevant country and that you have subscribed to this service with the relevant subsidiary of NotiFide in said country.

13. Rates – Payments

Client-User's subscription to NotiFide will lead to invoicing according to a price grid as mentioned in the Special Conditions. Such remuneration will be paid in advance at time of subscription and on renewal date within 30 days of receipt of relevant invoice. In case of late payment, late payment interest will be applied at a rate equal to the rate of refinancing the European Central Bank plus 7%. This rate will be applied to the amount of invoices inclusive of applicable taxes. These penalties will automatically be payable to NotiFide, without any prior notice.
Any late payment can lead to freezing of Client-User's NotiFide account or to early termination of this contract by NotiFide.

14. References

NotiFide shall be entitled to communicate the existence of this agreement as long as such communication is limited to use of Client-User's name as a reference. Any other use will require express consent on the part of the Client-User.

15. Confidentiality

The Parties both undertake to each other to keep this agreement confidential and, consequently, not to communicate its contents and modalities to third parties without the other party's prior consent, unless required to do so under a decision having a legal, judiciary or regulatory nature. This prohibition will not apply to Information, as Information is by nature public information. It will also not apply to the section on References as contained in section 14 of these Conditions.

16. Liability

NotiFide in no way guarantees the accuracy or the Information posted by Users on its website and its liability cannot be sought by Client-User, Visitors or third parties for information posted. Information is posted under Client-User's sole responsibility. Client-User undertakes to indemnify NotiFide for all costs/losses of any nature suffered by NotiFide coming from claims of third parties (including any individuals or corporate or other entities mentioned by Client-User in its Information without their consent).
NotiFide gives no guarantee as to the efficiency of notifications conducted by Client-User whether it be through use of the Details or otherwise, such notifications remaining governed by governing law elected by the parties in the bilateral or multilateral conventions in place between the Client-User and third parties (including other Users and Visitors). It is Client-User's responsibility to take all steps to incorporate in its pre-existing and future conventions a reference to NotiFide and to Client-User's Details, aiming at giving full effect to notifications it receives, including in the case of termination of its subscription.
Except in the case of assurances expressly given in these Conditions, NotiFide is neither giving nor stating any guarantee whether implicitly or expressly to Client-User, Users, Visitors or any third party, including on contents, functioning or to the suitability of this service. Inter allia, NotiFide does not guarantee uninterrupted functioning of the Website. In no case shall NotiFide be liable for any damage, including with no limitations direct and consequential damages, damages linked to loss of data, damages resulting from use of the Website or from its being unavailable. In the case where, in spite of this clause, NotiFide were to be found liable the amount of its liability to claimant shall not exceed twice the Amount of the yearly fee set for a one company subscription

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pursuant to section 13 at the current rate stated in the Special Conditions.

Client-User shall be liable vis-à-vis NotiFide and vis-à-vis third parties for damages suffered by NotiFide due to breach (whether through action or omission) by it of its obligations under these Conditions (including obligations of Contributors, Administrators and more generally agents and employees).

17. Notifications

Any notification or mail linked to the execution of these Conditions to be sent to NotiFide shall be sent to NotiFide's address as it appears on the www.NotiFide.com web-site, on the page for NotiFide SAS (NotiFide n° NOT-11111-000, it being stated that this number shall prevail in case of subsequent change of name), under the heading « Details 1».

Conversely, any notification or mail linked to the execution of these Conditions to be sent to the Client-User shall be sent to Client-User's address as it appears on the www.NotiFide.com web-site, on Client-User' page (NotiFide n° as will be granted when the subscription process has been finalized, it being stated that such number shall prevail in case of subsequent change of name), under the heading « Details 1».

18. Governing law – Jurisdiction

This shall be governed by French law. Any dispute arising out of its interpretation or performance shall be submitted to the exclusive jurisdiction of the commercial courts under the authority of the Paris Court of Appeals.

19. Miscellaneous

19.1. These Conditions and the Special Conditions constitute the entire agreement between the parties in relation to NotiFide and supersede any prior agreement on this topic. In the case of discrepancies between these Conditions and the Special Conditions the latter will prevail.

19.2. Should part of these conditions be found invalid or non enforceable the remaining conditions will remain in place and applicable. The parties would negotiate in good faith to find a suitable replacement for the portion declared invalid or unenforceable.

19.3. Any delay in applying these conditions shall not be considered as a waiver of our rights.

19.4 You undertake not to transfer your rights or obligations under the present Conditions to a third party without our prior consent.

	Client-User Name (Legal entity)		NotiFide
Signatory(ies)'s name(s)			
Function(s)			
Signature(s)			
Date			