

MSFP
DAILYSHOPWINDOW GENERAL TERMS OF USE
- V06172015 -

Please read these general terms for using the Site, the Service and the Professional Services carefully (the "GTU"), prior to any browsing and/or use of the Service and/or Professional Services.

Browsing on the Site and/or use of the Service and/or Professional Services if any automatically entail(s) Your express and unreserved acceptance of these GTU.

If You do not accept the GTU, You must not use the Service, the Professional Services and, in general, the Site.

We recommend You to keep a printed copy of the GTU which apply when You use the Site, for Your personal archives.

Article 1 - Definitions

The terms used below have the following meanings in these GTU whether they are used in the singular or plural:

"Account" means the account created by the Client which allows the access to the Service and the Professional Services if any, corresponding to the subscribed Offer.

"Agreement" means these GTU, the Quote and the GTS in the order of priority as specified in the GTS within the framework of the subscription to the Service and/or the Professional Services.

"Authorized Number of Users" means the number of Users authorized to use the Service and the Professional Services within the scope of the Offer selected by the Client and stipulated in the Quote.

"Client" means any legal or physical person acting as a professional holding an Account having subscribed for an Offer through the corresponding Quote.

"Connection Data" means the personal identifier and/or password for each Client and/or User permitting access to the Service and Professional Services if any.

"Contact Details" means the information completed by the Client and collected by MFSP for the creation of any Account and in the Quote.

"Content" means all the information and publications accessible on the Site, notably the general structure, texts, images, animated or not, videos, sounds, hypertext links, distinctive signs (trademarks, logos) and the associated databases, as well as their content, notably comprising textual, costed, and graphic data, photo, videos, presentations, hypertext links.

« Effective Date » means the date on which the Service and the Professional Services if any take effect, i.e the date of acceptance of the payment of the first instalment owed by the Client by the bank under the subscribed Offer, as defined in the Quote, within the framework of the subscription to the Service and/or the Professional Services if any.

"General Terms of Sale" or "GTS" means the general terms and conditions of sale of the Service and the Professional Services attached to the Quote.

“General Terms and Conditions of Use of the Site” or “GTU” means this document accessible online on the Site.

“Identifier” means the User's email address indicated by the Client when subscribing for the Service and the Professional Services if any.

“MSFP” means MSFP, a Public Limited Company with capital of €199,350.00, the registered office of which is at 10 rue des Jeuneurs 75002 Paris, registered on the Paris Trade and Companies Register under the number B 752 740 910, which markets the Service and Professional Services, and holds the exclusive ownership title rights over the Site, the "DAILYSHOPWINDOW" trademark and the domain name: www.dailyshopwindow.com.

“Offer” means collectively all the offers proposed by MSFP enabling access to the Service and/or Professional Services, depending on the Offer selected by the Client in the Quote.

“Parties” means collectively MSFP and the Visitor.

“Professional Services” means the professional services which MSFP may provide as defined in the Site and/or selected by the Client in the Quote.

“Quote” means document which the Client uses to subscribe for the Service and Professional Services if any, identifying the Client as the contracting entity, the Offer subscribed, the Authorized Number of Users and their Contact Details if any, the applicable price conditions, the Quote expressly refer to these GTU and the GTS.

“Service” means the provision of the access to the functionalities of the services provided by MSFP depending on the Offer selected by the Client, in the Quote.

“Site” means the URL address <http://www.dailyshopwindow.com> which the Service and Professional Services are available from and the mobile application offering the Service associated with it, if applicable.

“User” means the physical person(s) who the Client may designate when subscribing the Offer in the Quote.

“Visitor” means any user of the Site; a Client is also a Visitor within the meaning of the GTU.

“You” and “Your” means the physical person or legal entity who/which uses the Site and/or the Service and/or the Professional Services.

Article 2 - Pre-requisites

2.1 Browsing on the Site implies that Visitor complies with the following pre-requisites: (i) have an Internet connection and (ii) hold an Internet subscription allowing access to the Site; it is understood that the Visitor shall exclusively bear the costs pertaining thereto.

2.2 The Visitor guarantees that he or she has full legal capacity to subscribe for the Service and the Professional Services, and in particular:

- if the Visitor subscribes for the Service and the Professional Services as a physical person, the Visitor guarantees that he is aged over 18, and is not subject to wardship or guardianship; minors being allowed to browse on the Site and/or use the Service and the Professional Services

- under the supervision of an adult;
- if the Visitor (physical person) subscribes to the Service and/or Professional Services (i) in the name and on the behalf of a legal entity, the Visitor guarantees that he has the authority to bind such entity or (ii) be able to prove of its status as professional at first request from MSFP.

2.3 Under no circumstances, MSFP may be held liable if the Site is used by persons who do not comply with these pre-requisites.

Article 3 - Amendment of the GTU

MSFP reserves the right to amend the GTU at any time and by any means whatsoever, concerning the browsing on the Site.

The terms and conditions relating to the amendment of the GTU within the framework of the subscription to the Service and the Professional Services are defined in the GTS.

Article 4 - Description of the Site and the Service

4.1 The Site includes:

- a public area which allows the Visitor to have access to the Site;
- a private area, reserved for the Client and Users, corresponding to the Service and the Professional Services if any. The private area gives access to the functionalities of the Service and the consultation of the Professional Services if any, depending on the Offer subscribed.

4.2 The purpose of the Service is to enable professionals to benefit from an international and operational watch in their business activity, through an access to a very large range of photographs of shop-windows specifically dedicated to fashion, and to be able to if necessary store the photographs they have selected in their personal area as soon as the Account is opened. The Client may also benefit from the Professional Services proposed by MSFP depending on the Offer subscribed and the options selected by the Client.

Article 5 - Implementation and terms and conditions for subscribing for the Service and the Professional Services

5.1 The main characteristics of the Service, the Professional Services and the different Offers proposed by MSFP are presented on the Site; it being specified that the amount of the Offer selected by the Client is indicated in the relating Quote.

5.2 After the Client has completed its Contact Details by following the procedure described on the tab "Contact" of the Site and/or contacted MSFP to the phone number indicated on the Site, MSFP addresses to the Visitor the GTS and the Offer - subject to the Quote - corresponding to the needs expressed by the Visitor; it being understood that **in order to be valid, any Quote shall be duly signed by the Client which acknowledges its acceptance without reservation of the Agreement.**

If MSFP accepts the Visitor's subscription for the Offer, MSFP will address to the Client a subscription confirmation by email to the email address given for the Account, summarising the Client's information on the Quote. As from the payment of the corresponding amount by the Client, MSFP addresses Connection Data to the Users by email to the Identifiers given by the Client when the Offer was subscribed.

The Client is responsible for creating the User's Identifiers and the use which is made of them; it is understood that MSFP will address the Connection Data to the Users via the Identifiers given by the Client when the Service and the Professional Services are subscribed.

Any connection to the Service and/or the Professional Services made with the Connection Data is considered to have been made by the User, and MSFP disclaims all liability for irregular or fraudulent use of the Connection Data, including use by a third party to whom a User may or may not have disclosed all or part of the data comprising it, in particular the User's password.

5.3 The Visitor acknowledges and agrees that the subscription of an Offer is an offer to contract up until MSFP has accepted the Quote, which MSFP is therefore free to accept or refuse. In any event, MSFP reserves the right to refuse any subscription for an Offer, notably if the Visitor does not satisfy the conditions required by the GTU. For the sake of clarity, it is reminded that only the Client which has subscribed to the Service and/or the Professional Services under the Agreement may benefit from them, subject to the compliance with the terms of the Agreement.

Article 6 - Creation of an Account; rights granted

6.1 In order to create an Account on the Site, the Visitor must satisfy the following conditions and guarantee MSFP that he/she/it:

- is not subject to any measure banning him/her/it from holding an Account;
- agrees to acquire at his/her/its own costs, all the hardware and software required, and to subscribe to an Internet access and the subscriptions required for using the Site;
- will only use one Account at a time, unless otherwise provided in these GTU and/or the Quote and will not infringe the rights of MSFP and/or its licensors, in particular, any intellectual property rights such as its copyright and/or its rights over its trademarks in particular the trademark "dailyshopwindow";
- authorizes MSFP or any third party designated by it to photograph the shop windows of his/her/its own shop(s) and to use the said photographs within the framework of the Service and/or the Professional Services if any;
- will not infringe any third party rights within the scope of using the Site, the Service and/or the Professional Services.

In general, the procedure to create an Account is subject to the following steps:

Step 1: the Client contacts MSFP via the phone number indicated on the Site and/or fulfils its Contact Details in order to be contacted by MSFP in accordance with the process indicated to the tab "Contact" of the Site.

Step 2: MSFP contacts the Client and provide it with a demonstration of the Service and the Professional Services. The Parties define together the needs of the Client.

Step 3: MSFP addresses to the Client the GTS and the Quote corresponding to the Offer selected by the Client

Step 4: the Client undertakes to read the GTS and fulfil and sign the relating Quoting; it being reminded that the signature of the Quote entails its acceptance without reservation of the Agreement.

Step 5: MSFP reads the Quote signed by the Client. If MSFP accepts the Quote, MSFP will address to the Client by email to the address indicated by the Client in the Quote an invoice which specifies the relation payment terms and conditions.

Step 6: As from the payment of the amount corresponding to the Offer subscribed by the Client, MSFP provides the Client and the Users if any with access to the Service and the Professional Services if any.

6.2 Extent of the rights granted to the Visitor

MSFP grants the Visitor the right to browse in the Site and to contact MSFP in order to subscribe for the Offers proposed by MFSP as part of the Service and the Professional Services.

6.3 Extent of the rights granted for the Service

As part of the Service and the Professional Services, MSFP grants the Client the personal, non-assignable, non-transferable and non-exclusive right to access and use, for its own needs, the functionalities of the Service and the Professional Services if any corresponding to the Offer subscribed by the Client via the Quote, up to the Authorized Number of Users for the term of the corresponding subscription.

A Client who/which has subscribed the Offer may allow each User indicated on the Quote, within the Authorized Number of Users, to access the Service and Professional Services (if any)' private area on the Site using his or her Connection Data, for the term of the corresponding subscription.

Article 7 - Use of the Users' Contact Details and Connection Data

The Client acknowledges that he/she/it is exclusively and fully responsible for protecting the confidentiality of the Contact Details supplied when creating the Account, when it has fulfilled the Quote. Under no circumstances shall the Client allow third Parties to use his/her/its Contact Details. In addition, it is expressly agreed that the Client shall not sublicense, assign, transfer, sell or otherwise attribute his/her/its Contact Details, and/or Account to a third party or parties without MSFP's prior written consent.

If the Client has reason to believe that his/her/its Account is no longer protected (e.g., in case of loss, theft or the unauthorised disclosure of the Client's Contact Details), the Client must immediately inform MSFP, which if necessary, will close the Account.

The Client acknowledges and agrees that any use of the Service and/or the Professional Services if any by using a User's Connection Data is deemed to have been performed by the Client or the User concerned.

The User can log onto the Site in the event of forgotten Connection Data. The User can click on "forgotten password" below the identifying fields and the password. The User will receive a new password by email after completing and validating the contact address.

In addition if the User's Connection Data is lost or stolen, MSFP will immediately apply the emergency suspension procedure to suspend access to the Service and/or the Professional Services if any to the User. Access to the Service and the Professional Services if any will only be restored after the Client has sent an express request to MSFP by recorded delivery letter with acknowledgement of receipt.

Article 8 - Interruption to the Site, the Service and/or the Professional Services

MSFP reserves the right to interrupt the use of the Site and/or the Service and/or the Professional Services at any time, with or without notice, notably in order to carry out a corrective and upgrade maintenance on the Site, or to modify the Content or presentation. MSFP will as far as possible, inform the Visitor and/or Client before any corrective or upgrade maintenance operation. In addition, the Client and/or the User(s) acknowledge(s) that the Service and the Professional Services can be interrupted for reasons beyond MSFP's control and that MSFP cannot guarantee to the Client and/or the Users a permanent access to the Service and/or the Professional Services or his/her/its/their Account.

In any event, MSFP cannot be held liable for any interruption and/or malfunction to the Service, the Professional Services and in general the Site, irrespective of the cause, and reserves the right to modify and/or delete certain aspects of the Service and/or the Professional Services and/or the Site at any time.

Article 9 - Warranties on the Site

The Visitor acknowledges and agrees that:

- THE USE OF THE SITE IS UNDER HIS/HER/ITS ENTIRE LIABILITY. THE SITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. MSFP EXPRESSLY REJECTS ANY EXPRESS OR TACIT WARRANTY, ESPECIALLY THE TACIT WARRANTIES OF COMMERCIALISATION, ADAPTATION TO A SPECIFIC USE, OR THE NON-VIOLATION OF THIRD PARTY RIGHTS;
- MSFP DOES NOT WARRANT: (I) THAT THE SITE CORRESPONDS TO THE NEEDS OF THE VISITOR; (II) THAT THE SITE WILL FUNCTION UNINTERRUPTEDLY WITHIN THE STIPULATED TIME LIMITS IN A SECURE MANNER AND WITHOUT ANY MALFUNCTION; (III) THAT THE QUALITY OF ANY SERVICE AND/OR THE INFORMATION OBTAINED VIA THE SITE WILL SATISFY HIS/HER/ITS EXPECTATIONS; AND (IV) THAT ANY ERROR IN THE SITE WILL BE CORRECTED;
- ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED FROM THE USE OF THE SITE IS UNDER HIS/HER/ITS ENTIRE LIABILITY AND THE VISITOR SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES ON ITS COMPUTER AND THE LOSS OF DATA RESULTING FROM THE DOWNLOAD OF SUCH CONTENTS.

Article 10 - Visitor's liability

The Visitor is exclusively liable for the decision to access, and browse in the Site and for using the Service and/or the Professional Services if any, and its suitability for its requirements, the security of its IT system and the backup of its data.

The Visitor undertakes to comply with the provisions of these GTU by acting in a manner which is compatible with the Site and concerning the Client, with the Service and/or the Professional Services, and in any case the applicable laws and regulations.

Therefore, MSFP may not be held liable in any way for the disputes which could arise between the Visitor(s), Client(s), User(s) and third parties for current or future claims or damage, presumed or not, established or not, which directly or indirectly result from using the Service and/or the Professional

Services.

Article 11 - Intellectual Property

These GTUS do not entail an assignment of any kind to the Visitor of the intellectual property rights over the elements belonging to MSFP and/or its licensors.

The Visitor acknowledges and agrees that the Contents accessible on the Site are protected by their authors, trademarks, patent rights, and any other intellectual or industrial property rights which exist under applicable laws.

The Content (and in particular the photographs of shop windows) cannot be reproduced, used or shown without MSFP's express prior authorization. The Visitor shall not modify all or part of the Contents in any way.

Any reproduction and/or representation, in whole or in part of one of such rights, without MSFP's express prior authorization, shall be considered as a violation of MSFP or its licensors' intellectual property rights.

Therefore, the Visitor shall not act in a way which may affect directly or not MSFP's intellectual property rights.

Article 12 - Specific terms and conditions relating the Service and the Professional Services

Within the framework of the Service and the Professional Services, the Client shall comply with the terms and conditions defined in the GTS provided to Client with the Quote, and which constitute with these GTU, the Agreement, as defined in the GTU; it is reminded that any subscription and use of the Service and the Professional Services entail the acceptance without reservation of all the terms of the Agreement.

Article 13 - Third Party Web sites

Any click on a hypertext link can result in leaving the Site. MSFP does not approve or control third-party websites. Consequently, MSFP cannot be held liable for the content or the operations of third party websites which are accessible from the Site. Some third party websites may also be subject to different general terms of use and confidentiality policies. MSFP strongly recommends that the Visitor enquires about the practices of third-party websites.

The Visitor is exclusively bound to the advertiser for all communications, business dealings, participation in promotions or adverts which are accessible from the Site, as well as for the delivery and payment of products and Services and for all the associated terms, conditions, warranties or declarations. The Visitor therefore acknowledges and agrees that MSFP cannot be held liable in any way for any loss or damage whatsoever, which occurs during or consecutively on such negotiations or which results from the presence of advertisers on the Site.

Article 14 - Personal data and cookies

MSFP warrants that it is in conformity with the laws and regulations concerning the protection of personal data.

The subscription to the Service, the Professional Services and in general any request for being contacted by MSFP necessitates the Visitor disclosing personal data. The Visitor therefore undertakes to only disclose honest and lawful information to MSFP.

In addition, the Visitor is informed that MSFP may gather personal data about the Visitor whenever the Site is used, and in particular concerning the Client whenever the Service and/or the Professional Services is/are used.

In accordance with the provisions of articles 38 to 40 of the law n° 78-17 of 6 January 1978 as amended, the Visitor has a right to access, query, modify, rectify and delete the personal data relating to him/her/it. To do this, the Visitor can ask that the information relating to him/her/it which is incorrect, incomplete, vague, out of date, or for which collection, use communication, disclosure or conservation is prohibited, be either corrected, supplemented, clarified, updated or deleted by respecting the following procedure:

- a written request signed by the Client to which a photocopy of an identity document is appended;
- request sent to MSFP, at the following address: MSFP - Service clients - 10, rue des Jeuneurs - 75002 PARIS.

If a Visitor requests the deletion of information required to register the Visitor, MSFP reserves the right to refuse the Client access and use of all or part of the Service and/or the Professional Services.

When the Account is closed, MFSP may confidentially preserve and archive the data concerning the Client and in general the Visitor, for evidential purposes, for a period fixed by MFSP for the declaration of formalities to the Data Protection Authority (CNIL) and at maximum, for the ordinary statutory limitation period for civil actions under article 2224 of the Civil Code.

Sales prospecting by email are allowed under the statutory conditions if the recipient's contact details have been gathered in compliance with the law n° 78-17 of 6 January 1978 as amended.

The Visitor has a right to oppose the personal data concerning him/her/it being used for such purposes, without incurring costs.

The Visitor acknowledges that MSFP may use cookies or any other similar technique to trace the Visitor's browsing on the site and to collect data on the Visitor.

Cookies record data and are stored in the memory of the hard disk of the Visitor's computer.

The Visitor can prevent these cookies from being installed on the hard disk of his/her/its computer by configuring the browser as follows:

For Microsoft Internet Explorer 6.0, 7.0, 8.0, 9.0 and 10.0:

- choose the "Tools" menu then "Internet Options",
- click on the "Confidentiality" tab,
- select the desired level using the cursor.

For Google Chrome:

- choose the "Parameters" tab then "Advanced parameters", then click on "Parameters of content",

- click on "Cookies and site data",
- select the site and the cookie and click on "Delete".

For Mozilla Firefox:

- choose the "Tool" menu,
- click on the "Delete my traces",
- identify the menu "Cookie" and select the desired options.

For Safari:

- choose the "Safari" tab, then "Preferences" then click on "Security",
- click on "Display cookies",
- select the desired cookies and click on "Delete" or "Delete all",
- After having deleted the cookies click on "Terminated".

The Client can also decide to delete the cookies at the end of each session. Nevertheless, the Client acknowledges that the partial or total functioning of the Service can be affected or even become impossible, if the Client withdraws or refuses cookies.

Article 15 - Traceability

MSFP keeps the history of the Clients access to the Service and/or the Professional Services in accordance with the regulatory time limits imposed on it.

Article 16 - Confidentiality

All the information transmitted or gathered by MSFP when the Service and/or the Professional Services is/are being used is considered to be confidential in nature and are communicated externally unless otherwise stipulated in these GTU. This provision does not prevent MSFP from making disclosures in order to comply with the laws and regulations in force or any judicial or administrative requisition or request in order to protect itself, the Visitors or any other person.

Article 17 - General provisions

17.1 Independence of the Parties

The Parties are independent contractors. In no event shall the GTU establish any mandate, franchise or any type of legal entity.

17.2 Notifications

Notifications will be sent to the Visitor by email to the address given when it is registered. Any email sent by MSFP to a Visitor is deemed to have been received by the Visitor, who is considered to have full knowledge of it.

17.3 Evidence

The files, data, messages and digitized records stored in MSFP's data processing systems shall be admitted as proof of the facts and communications between the Parties. The registers will be presumed, unless proved to the contrary, to have been kept under reasonably secure conditions, if the messages, data and other documents are systematically recorded on a reliable and durable medium.

17.4 Assignment and subcontracting

MSFP can assign or transfer its rights and obligations resulting under the GTU to any third parties without any prior notification.

MSFP is allowed to subcontract all or part of its obligations under the GTU to a third party. MSFP will remain solely liable to the Visitor for their correct performance.

17.5 Force Majeure

Neither Party can be held liable for the non-performance of its obligations under the GTU, if an event of force majeure as defined by French courts occurs.

17.6 Waiver

The waiver or the failure by either Party to claim a breach by the other Party of any of its obligations under the GTU shall not be construed as a waiver of such obligation for the future. Any waiver shall only be effective subject to an amendment of the GTU pursuant to the terms of the article 3 hereunder.

17.7 Severance

If any provision of the GTU or the Agreement is held to be illegal, invalid or unenforceable, as a result of any statutory or regulatory provision or after the decision of a competent court which has become final, the Parties shall consult each other to replace such provision by a solution agreeable and which is in the spirit of the GTU or the Agreement. All the other provisions of the Agreement shall continue in full force and effect.

17.8 Language

The GTU is in the English language. Should these GTU be translated in any other language, its English version only shall be binding on the Parties and shall prevail. Furthermore, all communications and notices made or given pursuant to the GTU or the Agreement shall be in the English language.

Article 18 - Governing law and jurisdiction

The GTU are governed by French law. The Parties will endeavour to find an amicable solution if a dispute arises concerning the performance or interpretation of these GTU. If an amicable solution is impossible, any dispute or complaint will be submitted to the exclusive jurisdiction of the competent courts within the jurisdiction of the Paris Court of Appeal - France Including in relation to summary proceedings or if there are multiple defendants.

Article 19 - Contacts

If you have the slightest doubt or question about these General Terms and Conditions of Use of the Site, please contact MSFP by email at the following address: contact@dailyshopwindow.com.