

General Terms and Conditions of Use of the FIRMFUNDING platform

« Market Place » Offer

It is important to read carefully and understand these FIRMFUNDING terms and conditions of use. By accepting this agreement, you agree to abide by the terms and conditions set out below. If you do not agree with these terms and conditions and do not want to comply with them, you will not have to accept them and will therefore not be able to benefit from access to the FIRMFUNDING Platform.

1. PREAMBLE

(A) These general conditions of use of the FIRMFUNDING Platform dated January 2020 describe the general terms and conditions applicable to access to the FIRMFUNDING Platform.

(B) The FIRMFUNDING Platform is the exclusive property of FIRMFUNDING, a SAS company with a capital of 24,934 euros, whose registered office is located at 8 boulevard Jean Mermoz in Neuilly-sur-Seine (92200), registered in the Nanterre Trade and Companies Register under number 815 338 017.

(C) The purpose of accessing the FIRMFUNDING platform is to allow:

(i) to advisors or agents of French companies to put financing files online, and to investors, natural or legal persons, to access these financing files, which are intended to be carried out by way of a private placement ("Market Place Offer");

(ii) to advisors or agents of French companies to put bond loan applications online, in order to carry out, through dematerialized and disintermediated channels, these transactions with previously identified investors ("Club Deal Offer").

These general terms and conditions are intended to apply to the use of the "Market Place" offer.

2. DEFINITIONS AND INTERPRETATION

2.1 DEFINITIONS

For the purposes hereof, capitalized terms shall have the meanings set out below, unless the context otherwise requires:

Agent: refers to FIRMFUNDING as a payment service provider (ACPR registration no. 815338017) and agent of the Credit Institution, said registration being necessary to carry out the following transactions on Payment Accounts: collection and repayment of funds on behalf of Investors, collection and delivery of sums from issuing companies.

Closed Financing: Refers to financing that is no longer offered, either because it has been successfully financed on the Platform or because it has not been financed via the Platform, presented in an anonymised form on the Platform (i.e. without mentioning the name of the issuer, the amount of the financing and its rate) and without an attached document.

Customer Space: refers to the interface containing the elements of information relating to the User account (including the user number and password chosen by the User) and the customer space accessible to the User upon registration on the Platform.

Credit Institution: refers to the bank with which the Agent and Investors have opened bank accounts, if any, with special allocation dedicated to payment transactions. This bank is BNP Paribas SA as at the date of these T&Cs.

Data: refers to the information that the User has recorded during registration.

Electronic Signatures Services Provider: refers to Yousign, a solution published by Yousign, a SAS company with a capital of €373,320, whose registered office is located at 8 rue Léopold Sedar Senghor, 14460 Colombelles, registered in the Caen Trade and Companies Register under number 794 513 986.

Financing Documentation: refers to the contractual documentation that materializes the financing. In the case of a bond issue, refers more particularly to the subscription contract containing the terms and conditions of the bonds in the appendix.

Force Majeure: means any fire, flood, natural or other natural disaster, hostilities, war, riot or public disturbance, acts or omissions of the government or competent authorities, breakdowns, blockages, failures or variations in telecommunications facilities or networks, or any other causes similar or not to the causes mentioned above beyond the reasonable control of a party to a contract and causing any failure or delay in the performance of its obligations under that contract.

General Terms and Conditions or T&Cs: refers to the present general terms and conditions of use of the Platform applicable to the User.

Internet user: refers to any person who consults the public pages of the Platform.

Institutional Partners: refers to the Credit Institution, the Analysis Services Provider and the Electronic Signatures Services Provider.

Investor: refers to any person validly registered on FIRMFUNDING, having declared his status as a qualified investor and who can carry out financing.

Issuing Company: refers to any company subject to financing posted on the Platform.

KYC - "Know Your Client": refers to the process of checking customer knowledge as part of the fight against money laundering. This process is defined and carried out by the Credit Institution.

Manager: refers to any person validly registered on FIRMFUNDING, having declared his status as advisor or agent of an Issuing Company.

Market Place Offer: refers to the service offered by FIRMFUNDING, which allows Investors to access financing files, which are intended to be made by way of private placement, and Managers to put financing files online.

Ongoing Financing: refers to a proposed financing project that is proposed and put online and that Investors can access.

Party: refers to FIRMFUNDING and/or any User.

Payment account: refers to the payment account managed on behalf of the Credit Institution and through which the Investor makes his investment by paying the amount and receiving the remuneration and, where applicable, repayment.

Platform: refers to the FIRMFUNDING Internet Platform accessible at www.firmfunding.com.

User: refers to an Investor duly registered on the Platform, having accepted the General Terms and Conditions of Use and communicated to the Platform the information allowing it to have access to the secure pages whose access is restricted.

2.2 INTERPRETATION

Unless expressly stated otherwise or if the context requires a different meaning:

- (i) references herein to the Preamble and Articles shall, unless otherwise specified, be construed as references to the Preamble and Articles of the GCU;
- (ii) the reference to a person implies implicit reference to the transferees of his business and to his successors, heirs or assigns; and
- (iii) the reference to a document refers to that document as it may be amended, replaced or supplemented.

3. SUBJECT

The purpose of the T&Cs is to define:

- the conditions under which the Internet user navigates on the public pages of the Platform;
- the conditions under which the User has access to the secure pages of the Platform.

The User hereby declares that he/she has read and expressly and unconditionally accepted the T&Cs in force on the day of opening access to the Platform, materialized by an e-mail from FIRMFUNDING to the User.

4. ACCESS TO THE FIRMFUNDING PLATFORM

4.1 ACCESS TO PUBLIC PAGES

Will be available for consultation and/or download on the public pages of the Platform:

- a general presentation of the Platform and its contact details; and
- a pedagogical explanation in the form of textual explanations and presentation videos.

This information is the only information available on the Platform's public pages. Any other information will only be accessible on the secure pages of the Platform.

4.2 ACCESS TO SECURE PAGES

4.2.1 MANAGER REGISTRATION - ACCESS TO SECURE PAGES

Any Manager wishing to access the "Market Place" offer must complete a registration form. FIRMFUNDING gives him access to the platform after checking the information transmitted.

Once its access has been validated, the Manager may file financing files on behalf of its issuing company clients. It is specified that the financing in question is intended to be carried out by way of a private placement, i. e. with a restricted circle of investors (less than 150 investors), if applicable meeting the definition of qualified investors, and for a minimum investment amount of EUR 100 000.

The Manager chooses the parameters of the desired financing: amount, rate, maturity and repayment method. It downloads the financing file - including an updated K-bis, the Articles of Association, the Issuing Company's business plan, the accounts for the last two audited financial years and an Information Memorandum.

The complete file is then submitted to FIRMFUNDING by the Manager. After having verified the completeness of the loan file, FIRMFUNDING validates the uploading of the financing file.

The file is put online after payment to FIRMFUNDING of the fixed remuneration agreed with the Investment Manager, for a period of one month, and is no longer accessible to Investors after this period. The online publication may be extended for a further period of one month, in return for payment by the Manager of a new fee.

Once the file has been closed (either because it has not been funded through the Platform or because it has been successfully funded), it is anonymised and the documents that were put online to constitute the funding file are removed from the Platform.

Financing files that have been online for more than 18 months are completely deleted from the Platform.

The Manager can access his Customer Area by logging in using his email address and the password he has defined. These two elements are strictly personal and confidential and should not be communicated or shared with third parties.

From his Customer Area, the Manager has access to all the financing files he has submitted and their progress. (Ongoing and Closed).

4.2.2 INVESTOR REGISTRATION - ACCESS TO SECURE PAGES

To become an Investor on the Platform, the User certifies, where applicable, that he/she is a qualified investor and electronically signs a document entitled "*Qualified investor declaration, Non disclosure agreement, Risk factors*". Access to the platform is subject to the receipt of this information by FIRMFUNDING and the payment of a subscription that runs until the end of the current calendar year.

Once the registration has been validated, the User becomes an Investor and accesses his Customer Area.

4.2.3 ACCESS TO THE PRESENTATION OF ONGOING FINANCING BY INVESTORS

After the steps set out in 4.2.2 have been completed, the Investor wishing to connect to his Customer Area will enter his email address as an identifier to which will be associated the password he has chosen; these two elements are strictly personal and confidential and must not be communicated or shared with third parties. They will allow connection to the Customer Area dedicated to each Investor.

After its identification, the Investor will have access to the Ongoing Financing, and, for each of them, the following characteristics and documents:

- the amount and duration of the financing desired;
- the following documents: K-bis, articles of association, business plan of the Issuing Company, accounts for the last two certified financial years, Information Memorandum explaining the Financing in Progress, and any analyses carried out by the Analysis Service Providers.

The Platform has no control over the content or quality of the information downloaded for the submission of financing applications and its liability cannot be sought due to the quality or inaccuracy or misleading nature of this information.

The Investor must carry out his own analysis of the information made available to him, the presentation of the Outstanding Financing, in chronological order of arrival, can in no way be considered as a qualitative assessment of the financing files placed online.

4.2.4 ACCESS TO THE PRESENTATION OF CLOSED FINANCINGS BY INVESTORS

Closed Financing (either because it has not been financed via the Platform or because it has been successfully financed) is presented in an anonymised form and without an attached document.

4.2.5 FINANCING REALIZATION

As part of the "Market Place" offer, the Issuing Company and the Investor(s) are free to choose to benefit from the Agent services offered by FIRM FUNDING for financial flow transfers.

4.2.5.1 FINANCING IN WHICH FIRM FUNDING PLAYS THE ROLE OF AGENT

(a) PRECONDITIONS FOR ANY FINANCING

The possibility of participating in an ongoing Financing is reserved for Investors who have previously opened a Payment Account with the Agent, mandated by the Credit Institution, and who comply with all the formalities required for this purpose.

(b) FINANCING REALIZATION

The Investor's expression of interest is made by clicking on the "Contact the Manager" icon on the detailed presentation page of the Ongoing Financing. The Investor may then contact the Investment Manager directly to continue his analysis.

The replenishment of the Payment Account makes it possible to finalise the payment, once the Financing Documentation has been signed in accordance with the terms and conditions detailed below, which materialises the financing.

The financing is free of charge for the Investor.

4.2.5.2 FINANCING IN WHICH FIRM FUNDING DOES NOT PLAY THE ROLE OF AGENT

The Investor's expression of interest is made by clicking on the "Contact the Manager" icon on the detailed presentation page of the Current Issues. The Investor may then contact the Investment Manager directly to continue his analysis.

The financing is free of charge for the Investor.

4.2.6 SIGNATURE OF THE FINANCING DOCUMENTATION

The completed Issue Documentation may, at the option of the Issuing Company and the Investor(s), be sent electronically to the Investors involved in the Current Issue and to the Issuing Company for electronic signature within two business days following the sending.

The payment of the amount of the financing to the Issuing Company will be made, if applicable, upon receipt by the Platform of the Financing Documentation signed by all the parties involved in the Ongoing Financing.

The Platform shall not be held liable for any delay in such payment caused by the failure of the Issuing Company and/or Investors to sign the Financing Documentation within the required time limits.

4.2.7 POST-FINANCING FOLLOW-UP

Post-financing monitoring can be carried out according to the terms agreed between FIRMFUNDING and the parties involved in a financing, in the Financing Documentation:

- In the context of bond financing, representation of the bondholders' pool: in order to guarantee the best interests of all Investors, FIRMFUNDING may be designated as the representative of the bondholders' pool in the Financing Documentation for each issue carried out, only in the case of issues with a nominal value of less than €100,000;
- Evolution of the Issuing Company's credit risk: this monitoring can be carried out by the Analysis Service Providers and made available to Investors;
- Transmission by the Issuing Company of annual and half-yearly reports, if applicable during the term of the financing, and of any information relating to the legal or financial situation, the activity or any judicial, arbitral or administrative proceedings against the Issuing Company.

4.2.8 PREVENTION OF THE RISK OF ISSUER DEFAULT

Access to the Platform can, for Investors who so wish, include the benefit of a recovery procedure, in 3 consecutive phases:

- Amicable phase:
 - pre-recovery: telephone contact with the Issuing Companies two weeks before the due date to remind them that a repayment scheduled in the payment schedule is expected in the near future, this call is similar to a quality control of the terms of the contract put in place,
 - reminder: telephone and email contact with the Issuing Companies as soon as it was found that their account was insufficiently funded and that the payment of a due date could not be honoured. The dunning phase does not exceed 30 days.
- Pre-litigation phase: as soon as the amicable recovery fails, transfer of the collection of the files to RECOURVEO, a company specialising in debt recovery. The failure of the amicable phase will be noted as soon as no payment proposal (in one or more instalments) has been found or as soon as a promise to pay has not been respected despite a telephone reminder and a reminder letter.

- Judicial phase: implementation of legal action in the event of failure of the amicable phase and the pre-litigation phase. The judicial phase includes: summary proceedings before the Commercial Court, mortgage registration and summons. The cost of this phase will be borne by the Investors in proportion to their share of the amounts claimed.

4.2.9 INSTITUTIONAL PARTNERS

The Platform is published by FIRMFUNDING SAS.

The paying agent service will be carried out, if necessary, through the Credit Institution partner. The terms and conditions for opening the Payment Account are detailed in the documentation set up by the Credit Institution, previously signed by the Investor.

Electronic signature services may be provided through the Electronic Signatures Service Provider, whose General Conditions of Use can be consulted here: https://yousign.fr/files/documents/CGVU_yousign_1_4.pdf?3.9.10

The assessment of the risk of default is carried out by the Analysis Services Provider, whose General Terms and Conditions of Sale can be consulted here: <http://www1.creditsafe.fr/cgv/> and <http://www.greensome-finance.fr/home/>

5. USER OBLIGATIONS

The User is required to (i) respect the conditions of access to the Platform, (ii) communicate accurate and faithful data relating to his situation and profile, (iii) complete any form and sign any agreement presented as mandatory on the Platform unless he immediately closes his Customer Area, (iv) make no commitment for a third party and (v) not disrupt or attempt to disrupt the Platform's operation.

In the event of a violation of the above rules or those set out below, the Platform reserves the right to suspend the User's access to the Customer Area and/or to terminate this Agreement with immediate effect against the User.

In particular, the User shall comply with the following provisions.

5.1 INTELLECTUAL PROPERTY

All intellectual property rights in all computer programs, as well as all updates, new versions and copies of such programs made available to the User through the Platform are and shall remain the property of the Platform or its assignees, successors or assigns and no title to them is hereby transferred to the User.

The right of reproduction under the Intellectual Property Code applies only to representation on a single computer screen and is strictly reserved for private use. Any reproduction, distribution or publication of content for commercial or collective use without prior written authorization from the Platform is prohibited.

The link mechanism is allowed when the Platform pages appear in a complete and isolated window, under their respective addresses.

5.2 NON-ABUSE

The User undertakes not to use the Platform for commercial purposes and, in general, to offer products and services to users, Internet users or Institutional Partners; it undertakes not to "resell" or make available to a third party and/or other users, for a fee and/or free of charge,

access to the Platform; it undertakes not to publish any advertising, promotional or sponsorship message.

6. ACCESSIBILITY AND TECHNICAL FUNCTIONING OF THE PLATFORM

6.1 ACCESSIBILITY

The Platform is accessible, as much as possible, 24 hours a day, seven days a week. While the Platform has taken all necessary steps to ensure the reliability of the information and software contained on the Platform, it cannot be held responsible for any errors, omissions, viruses or results that may be obtained or that may result from their misuse. The Platform reserves the right to interrupt access at any time, in particular for reasons of maintenance or updates of the site. The Platform provides the User with a contact email on the Platform. If the latter has questions relating to the functioning of the Platform, the Platform will endeavour to answer them within a reasonable time and in a manner proportionate to the seriousness and urgency of the problem and the technical nature of the question.

The User declares and guarantees that he/she is fully aware of the characteristics and constraints of the Internet.

The equipment (computers, software, electronic means of communication, etc.) allowing access to the Platform are the sole responsibility of the User, as well as the electronic communication costs incurred by their use. The use of any software downloaded on the Platform is governed by the terms of the accompanying license.

6.2 HYPERLINKS

The Platform contains hypertext links to websites managed by third parties and cannot exercise any control over these websites or assume any responsibility for their content. Consequently, the Platform does not provide any guarantee regarding the content and operation of these websites.

7. RESPONSIBILITY

7.1 NATURE OF LIABILITY

The Platform only assumes an obligation of means in the context of its access. Its liability may only be incurred under ordinary law conditions, for direct and foreseeable damage suffered by the User in accordance with the provisions of Articles 1150 et seq. of the Civil Code. The Platform shall not be liable for loss of data, loss of profits, loss of opportunity regardless of the consequences, loss of image or damage to reputation, and shall not be liable for any malfunction, error, inaccuracy or improper result attributable to the User's fault or negligence.

7.2 GENERAL LIMITATION OF LIABILITY

Except in the event of gross negligence or fraud on the part of the Platform, its liability for compensable damages duly established by the User may not exceed an amount equal to twice the remuneration received by the Platform from the User.

The Platform may not be held liable to the User for any damage, suspension or interruption of access to the secure pages in the event of Force Majeure.

7.3 INSURANCE INSURANCE

FIRMFUNDING SAS has a civil liability insurance contract n° RC 1601.915 which took effect on 01/03/2016, with the insurance company ALBINGIA, a public limited company with

a capital of 34 708 448 million euros governed by the Insurance Code, whose registered office is located at 109-111, rue Victor Hugo, 92532 Levallois Perret cedex.

7.4 SPECIFIC EXCLUSIONS OF LIABILITY

The Issuing Company remains solely responsible for the presentation and content of the documentation relating to the Current Issue published on the Platform and must ensure in particular that it does not mislead Investors. He is also solely responsible for the conduct and execution of the Current Issue.

FIRMFUNDING cannot be held liable in the event of communication, by the Issuing Company, of inaccurate, imprecise or misleading information. In particular, it cannot be sought in the event of non-compliance with the representations and warranties of the Issuing Company contained in the Issuance Documentation.

7.4.1 LACK OF RELIABILITY OR FUNCTIONING OF COMMUNICATION NETWORKS

The User acknowledges that the Platform has no control over the transfer of data via public communication networks, such as the Internet, and over the operation of these networks. The User acknowledges and accepts that the Platform cannot guarantee the confidentiality of data when it is transferred over public networks. Consequently, the Platform may not be held liable in the event of misappropriation, capture, corruption of data or any other event likely to affect them occurring during their transfer on public telecommunications networks. The Platform does not guarantee its compatibility with all browsers on the market.

7.4.2 LACK OF RELIABILITY OR FUNCTIONING OF NETWORK OPERATORS OR INTERNET SERVICE PROVIDERS

The Platform may not be held liable for damage resulting from difficulties in accessing the Platform due to disruption of network operators or Internet service providers, network congestion.

7.4.3 EQUIPMENT MALFUNCTION OR OPERATING ERROR / USER ERROR

The Platform shall not be liable for any damage resulting from a failure in the User's computer facilities and equipment and/or misuse or manipulation of the User, fault or negligence of the User, or use of the Platform in violation of the TOS.

7.4.4 DATA SECURITY

The Platform undertakes to make its best efforts to ensure that access to the Platform's IT facilities and equipment is protected in such a way as to limit the risk of unauthorised third party access to the User's confidential data. However, the Platform cannot be held responsible for technical problems and incidents that may occur and result in a Data breach. The User remains solely responsible for the use of his identification elements by third parties or for actions or declarations made through his Customer Space as a User, whether fraudulent or not. The User guarantees the Platform against all requests in this respect.

7.4.5 ABSENCE OF A PRE-SELECTION PROCEDURE

The Platform does not carry out any pre-selection of financing files. The factual elements presented to Investors in the context of a financing file come either from the Manager, the issuing Company, the latter's Statutory Auditors, or from the analysis carried out independently by the Analysis Service Providers. The Platform cannot assume responsibility for these elements.

The Investor decides, under his own responsibility, to participate in the financing of the Issuing Companies presented on the Platform after having carried out his own analysis with regard to his personal situation. It is up to him to analyse the quality of the Financing in Progress and to decide, under his own responsibility, the conditions of his investment.

The Platform draws the Investor's attention to the risks associated with the Ongoing Financing presented on the Platform. The Platform assumes no liability for damages suffered by the Investor as a result of the occurrence of such a risk.

The Investor shall be solely responsible for reviewing the tax rules applicable to the investment, the amount of any income to be received from the holding or sale of its securities on the secondary market. The Platform gives no guarantee as to the eligibility of issuing companies for a tax exemption scheme.

7.4.6 REGULATORY DOCUMENTATION

The Financing Documentation is, where applicable, signed by the Investors and the Issuing Company as described in 4.2.6 above.

The Platform shall not be held liable for any extension of time due to the non-signature of the Financing Documentation by the Investors and/or the Issuing Company within the required time limits.

The Platform draws the User's attention in particular to the fact that the Outstanding Financing presented does not result in the publication of a prospectus approved by the Autorité des marchés financiers.

It is recalled that FIRMFUNDING SAS is not an investment services provider and is therefore not authorised by the AMF. FIRMFUNDING SAS has been registered by the ACPR as a Payment Service Provider Agent, which allows it to act in the name and on behalf of BNP Paribas SA when providing payment services and maintaining payment accounts as defined by Article L. 314-1 of the Monetary and Financial Code.

7.4.7 BREACHES BY THIRD PARTIES

The Platform may not be held liable for damages resulting from the conduct of third parties, in particular for contractual or tortious breaches committed by the Issuing Companies with respect to relations with Investors in the context of financing or subsequently or by an Institutional Partner.

8. CONFIDENTIALITY OF THE DATA COLLECTED

8.1 DATA COLLECTION

FIRMFUNDING SAS, whose contact details are given in 13., is the controller of personal data processing, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation).

The Data collected through the Platform is that which the User voluntarily transmits.

The Data is collected and used for the purpose of providing access to the Platform and benefiting from its services, and in particular:

- identify the User and check his quality;
- allow communication with a User;

- open a Payment Account;
- make online payment (credit card or bank transfer) via the services subscribed with a banking institution by FIRMFUNDING.

The Platform implements an automatic tracking process (cookie), strictly necessary for the use of the Platform by Users and for its security.

8.2 DATA PROTECTION, RIGHT OF ACCESS AND RECTIFICATION

The collection and processing of User Data must respect the fundamental rights of individuals and in particular their privacy. In this respect, FIRMFUNDING undertakes that any processing of personal data on the FIRMFUNDING Platform will be carried out in accordance with the General Data Protection Regulations.

The use of the Platform requires the collection and processing of personal data from Users.

The professional contact details provided by users may be used to send information about the Platform's current events by e-mail.

By signing these T&Cs, Users consent to these processing operations.

They may withdraw their consent at any time.

In accordance with the General Data Protection Regulations, the User may at any time withdraw his consent, access his personal data, or request that they be rectified, completed, updated or deleted:

- by simple letter to the address: 8 boulevard Jean Mermoz, 92200 Neuilly-sur-Seine, France.
- Or by email at contact@firmfunding.com,

indicating his surname, first name, date and place of birth, postal and electronic address.

It is specified that as the data collected is necessary for the use of the Platform, their deletion will result in the deletion of the Platform of the Manager or Investor who requested the deletion. In the event that the cancellation request occurs while an issue, to which the Investor has subscribed, is in progress, it cannot be satisfied until the Borrowing has been fully repaid.

The Data are kept for the time strictly necessary for the performance of the services offered by the Platform.

The User must update the information concerning him/her and appearing in his/her Customer Area.

With regard to the deletion of his Customer Space, the User may send an email to FIRMFUNDING at contact@firmfunding.com requesting the deletion of his Customer Space. FIRMFUNDING will verify the user's identity before closing the Customer Area. By deleting his Customer Space, the User is well aware that he no longer has access to the content of his Customer Space.

9. VALIDITY, MODIFICATIONS AND TERMINATION

The T&Cs take effect from their publication on the Platform and remain in force until they are partially or totally amended.

The Platform may modify its Terms and Conditions at any time. The changes made will be brought to the User's attention by any means. In the absence of notification of refusal of these modifications by the User within 15 (fifteen) days, any access to the Customer Space after modification of the T&Cs shall constitute pure and simple acceptance by the User of the new T&Cs.

Any legislative, regulatory or administrative measure that would have the effect of modifying all or part of the T&Cs shall apply, without notice, as soon as it enters into force.

The Platform also reserves the right to modify or change the Platform pages at any time. These changes will be effective as soon as they are posted on the Platform.

For access to certain sections of the Platform, the T&Cs may be supplemented by additional conditions that will be sent directly to the User.

The T&Cs are an open-ended contract and may be terminated automatically:

- (a) by the User at any time and without notice;
- (b) by FIRMFUNDING at any time upon thirty (30) days' notice except in the case referred to in (c);
- (c) by FIRMFUNDING, without notice, in the event of non-compliance by the User with the T&C.

10. NOTIFICATIONS

Any notification made under these T&Cs must be made by email to the recipients whose contact details are as follows: contact@firmfunding.com

11. MISCELLANEOUS STIPULATIONS

11.1 DIVISIBILITY

In the event that one or more provisions contained in the T&Cs are declared null and void, the validity of the remaining provisions hereof shall in no way be affected. Provisions declared null and void shall, in accordance with the spirit and purpose hereof, be replaced by other valid provisions which, having regard to their scope, are as close as possible to the provisions declared null and void as permitted by law.

11.2 USER INDEPENDENCE

Investors and Managers access the Platform completely independently and under their own responsibility.

11.3 CESSION

The Platform reserves the right to assign to any third party of its choice all or part of its rights and obligations under these T&Cs, which the User accepts without reservation.

12. APPLICABLE LAW

The T&Cs are subject to French law for their validity, interpretation and execution.

13. LEGAL NOTICES

The Platform is published by FIRMFUNDING, a simplified joint stock company with a capital of €24,934:

- Registered with the RCS of Nanterre under number 815 338 017
- APE number: 6201Z
- Registered office: 8 boulevard Jean Mermoz, 92200 Neuilly-sur-Seine, France
- Director of publication: Mrs Florence Vasilescu
- Contact: contact@firmfunding.com

The platform is hosted by IBM, which can be reached in France on + 33 1 58 75 00 00 or on <https://www.ibm.com/fr-fr/>

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