



General Terms of Use

Ozalentour « The Proximity Engine »

Legal information

The acceptance of these general conditions can only be full and complete. The present general terms of use come into force on the date they are put online and will be enforceable on the date of the first use of the site by the user. These terms and conditions of use shall apply throughout the period of use of the site and until new terms and conditions of use replace these terms and conditions. The user may at any time renounce the use of the services and the site but remains responsible for any previous use. By accessing the application site and using the services offered by SAS PRODUCLIC, the user accepts without reservation the Conditions of Use. By this acceptance, he/she contracts with the Ozalentour® service, and undertakes to respect all the provisions of the General Conditions of Use.

GENERAL TERMS OF USE OF THE OZALENTOUR SERVICE

GENERAL PRESENTATION

The Ozalentour application site is a service published and offered by SAS PRODUCLIC registered in the Lille trade register.

- Name of the SAS : PRODUCLIC
- SIRET : 879 402 238 00015
- Chairman and CEO: Johan Decottignies
- Headquarters: 229 rue Solférino - 59000 Lille
- Publication manager: Sarah Moinet
- Development Manager : Alexis Breuvert

Ozalentour® Brand ID: 4249670

Ozaphyre® trademark ID no.: 4458086

Ozagold® Trademark ID: Pending

Ozalentour® undertakes to comply with all applicable laws and regulations.



PREAMBLE—DEFINITION

Each of the terms mentioned below shall have the following meaning in these General Terms of Use of the OZALENTOUR Service (hereinafter referred to as the "GTU"):

SAS PRODUCLIC: refers to the company registered in the Lille trade register which publishes and operates the application services OZALENTOUR, OZAPHYRE (OZP) and OZAGOLD (OZG) (trademarks protected by the INPI).

OZALENTOUR : means the OZALENTOUR brand and service made available to Users and Members on the Website and the Applications as described in article 3.1 of these GTU.

PORTFOLIO: refers to all elements used to manage all types of digital assets. The member connected and verified from OZALENTOUR can thus at any time use one of his PORTFOLIO to send/receive/collect or exchange his OZAPHYRES into OZAGOLD (OZG).

OZAPHYRE (OZP): means the brand and service of the OZAPHYRE (OZP) payment token decentralized via the STELLAR protocol - Made available to registered and verified Members on the Website and the Applications as described in article 3.1 of these TOU, the OZAPHYRE (OZP) payment token can be at any time purchased, used, transferred and exchanged via OZALENTOUR.

OZAGOLD (OZG): means the brand and service of the OZAGOLD (OZG) reserve token decentralised via the BINANCE SMARTCHAIN protocol - Made available to registered and verified Members on the Website and the Applications as described in article 3.1 of these GTU, the OZAGOLD (OZG) reserve token can be purchased or exchanged at any time via OZALENTOUR and various exchange platforms (e.g. PANCAKESWAP).

Internet Site: refers to the Internet site operated by SAS PRODUCLIC and accessible from the URL www.ozalentour.com, AppStore and Google Store. The Website allows Users and Members to access via the Internet, the OZALENTOUR Service as well as the OZAPHYRE (OZP) and OZAGOLD (OZG) digital assets described in article 3.1 of these GTU.

User: means any visitor, having access to the OZALENTOUR branded Service via the Website and the Applications and consulting the OZALENTOUR Service, accessible from the various media.

Member: means any registered and verified user having access to the OZALENTOUR branded Service available via the Website and the Applications using the OZALENTOUR Service accessible from the various media.

Ozalentour Account: refers to the private digital space, accessible from the Website and the Applications, that all Users must create for themselves, and from which they can distribute, manage and view publications while having access to decentralised financial services. Once a Member, the User may at any time consult, publish and manage his activity, offers, orders, deliveries, images, videos, opinions and recommendations, private messages, notifications, favourites, cash-ins, supporters, relations, statistics, history, balance, transactions, gifts, donations, settings...

Diary: refers to the Member's private digital space, accessible from the Website and the Applications, allowing the monitoring and management of his or her administration space (Portfolio, Fund Transfers, Activity Management, Offer Publications, Gifts, Investments, etc.)

Activity: refers to the commercial and/or contractual activity promoted by the member, including an indicative price list and a discount, as well as visual, textual and audio data, photographs, videos and drawings submitted by any natural person of legal age or legal entity, under its sole responsibility.

Theme: refers to the theme of the Business Activity that can be used by any natural or legal person carrying out a declared professional activity or in a private capacity.

Offer: refers to all discount and/or contractual offers issued in connection with the commercial activity promoted and accompanied by tariffs, discounts and visual, textual and audio data, photographs, videos, drawings and hashtags submitted by any natural person of legal age or legal entity, under its sole responsibility.

Publication: refers to all visual, textual, pricing, contractual and audio elements and data, photographs, messages, links, hashtags, drawings, videos and Activities and Offers submitted by any natural person of legal age or legal entity, under their sole responsibility. (available via the News Feed and from your Profile Menu > Logbook)

Relationship: means the approval of a new relationship accepted by any OZALENTOUR Member.

I Favorite: means to support and save each publication (My Favorites).

Applications: means the Android application that can be downloaded free of charge on an Android phone from the Google Play Store, and the application optimised for iPhone and iPad that can be downloaded from the Apple App Store free of charge on an iPhone or an iPad with at least the iOS 7 version for the iPhone, or the iOS 8 version for the iPad, allowing Users and Members to access the OZALENTOUR service as defined in article 3.1 of the GTU.

ARTICLE 1 - PURPOSE

The purpose of the GTU is to determine the conditions of use of the OZALENTOUR Service made available to Users and its Members via the Website and the Applications.

ARTICLE 2 - ACCEPTANCE

Any User - Any Member declares that by accessing and using the OZALENTOUR service, from the Website and/or the Applications, he/she has read these Terms of Use and expressly accepts them without reservation and/or modification of any kind. These GTU are therefore fully enforceable against Users and Members.

ARTICLE 3 - USE OF THE OZALENTOUR SERVICE

3.1 Description of the OZALENTOUR Service

3.1.1 General rules

Any User - any Member declares to be informed that, in order to access the OZALENTOUR Service, he/she must have an Internet access subscribed with the provider of his/her choice, the cost of which is at his/her expense, and acknowledges that :

The reliability of transmissions is uncertain due, in particular, to the heterogeneous nature of the infrastructures and networks on which they circulate and that, in particular, breakdowns or saturations may occur;

It is the Member's responsibility to take any measure he/she deems appropriate to ensure the security of his/her equipment, his/her OZAPHYRE (OZP) portfolio, his/her OZAGOLD (OZG) portfolio, his/her own data, software or other, in particular against contamination by any virus and/or attempted intrusion of which he/she could be a victim;

Any equipment connected to the Website is and remains under the full responsibility of the Member, and OZALENTOUR shall not be held liable for any direct or indirect damage that may occur as a result of their connection to the Website.

The Member undertakes, where applicable, to respect and maintain the confidentiality of the Login Information of his OZALENTOUR Account and expressly acknowledges that any connection to his OZALENTOUR Account, as well as any transmission of data from his OZALENTOUR Account shall be deemed to have been made by the Member.

Any loss, misappropriation or use of the Login Information and their possible consequences are the sole responsibility of the Member. The Member is informed that any Publication may be shared by any other Member on the OZALENTOUR website or on any other website. The Member is informed and accepts that all Activities and Discount Offers are subject to verification and that they will in no case be broadcast instantly after their posting on the Website and the Applications. After verification of the Member's identity and his Activity, OZALENTOUR reserves the right to broadcast or not the Activities and Offers submitted for broadcast. The Activities and Offers will be published on the OZALENTOUR Website and on its Apple/Android Applications.

3.2 Description of the service

The OZALENTOUR Service offered to Users and Members varies according to their registration and subscription to the OZAPHYRE offer (OZP)

1) Features available to Users from the Application Site

Registration to the OZALENTOUR service

Consultation of public profiles and relations

Consultation of Public Publications

Consultation of Commercial Activities and their Offers

Access to useful links (what is Ozalentour, how to get around OzaGold, Help, FAQ...)

2) Features accessible from the Website to connected Members

The consultation of all types of Activities and Offers of discounts

Consultation of all types of Publications such as expressions, articles, photos, videos...

Consultation and editing of public or private messages via the Ozalentour messaging system

Consultation of OZALENTOUR notifications, via the "notifications" bell logo

Consultation of OZAPHYRE (OZP) transactions via "My Transactions

Access to online ordering and booking services (goods & services)

Consultation of your logbook

Use of OZAPHYRE (OZP) functions (Transfer, Receive, Reload, Exchange)

Consult statistics (number of views, number of clicks on Activities, Offers, comments, favourites, etc.)

Consultation of recommendations and registration lists

Access to personalised parameters and settings...

ARTICLE 4 - MODERATION OF PUBLICATIONS AND COMMENTS

4.1 Deletion of illicit Publications

SAS PRODUCLIC reserves the right to delete, without prior notice or compensation or right to reimbursement, any Publications which do not comply with the rules of distribution of the OZALENTOUR Service and/or which may infringe the rights of a third party.

4.2 Notification of abuse

All Users and Members may report abusive content from the Website

- either by clicking on the link "report abuse" via the option present on each Publication.
- or by sending an email to dpo@ozalentour.eu

ARTICLE 5 - RESPONSIBILITIES AND GUARANTEES

5.1 Member's commitments

The Member guarantees that it holds all the rights (in particular intellectual property rights) or has obtained all the necessary authorisations for its Publications, its commercial activity and its discount offers.

The Member guarantees that each Publication, Activity and Offer does not contravene any regulation in force (in particular relating to misleading advertising, unfair competition, the promotion of false sales, etc.), nor any third party right (in particular intellectual property rights and personality rights) and that it does not contain any message that is defamatory or harmful to third parties.

Thus, the Member undertakes in particular that its Publications, its Commercial Activity and its Discount Offers shall not contain :

- no false or misleading information or information likely to mislead Users and OZALENTOUR Members
- any defamatory mention or mention that may harm the interests and/or image of OZALENTOUR or any third party
- no content infringing the intellectual property rights of third parties.

The Member undertakes to provide the following information: Gender, Name, First name, Organisation, Role in the Organisation, Telephone number, Date of birth, KBIS or DUNS certificate.

The Member declares that he/she is aware of the extent of the distribution of the Internet Site, that he/she has taken all precautions to respect the legislation in force in the places of reception and releases OZALENTOUR and SAS PRODUCLIC from all responsibility in this respect.

In this context, the Member declares and acknowledges that it is solely responsible for the content of its Publications, its Commercial Activity and its Discount Offers and makes them accessible to Users, as well as for any document or information it transmits to Users.

The Member assumes full editorial responsibility for the content of its Publications, its Commercial Activity and its Discount Offers.

Consequently, the Member relieves OZALENTOUR, its publisher SAS PRODUCLIC, its subcontractors and suppliers, of all responsibility, and guarantees them against any recourse or action in relation to its Publications, its commercial activity and its discount offers which could be brought against them by any third party, and shall bear all damages as well as costs and expenses which they may be ordered to pay or which may be provided for against them by a settlement agreement signed by them with this third party, notwithstanding any damages which OZALENTOUR, its publisher SAS PRODUCLIC, its sub-contractors and suppliers may claim as a result of the damaging acts of the Member.

By publishing on OZALENTOUR, each Member acknowledges and accepts that SAS PRODUCLIC may moderate, delete or refuse, at any time, without compensation or right to reimbursement of the sums incurred by the Member for the purposes of his or her deposit or subscription of an option which is contrary in particular to French law, to the rules for the dissemination of the OZALENTOUR Service and/or which is likely to infringe the rights of third parties.

In general, it is the responsibility of Members to verify their status as private individuals or professionals, particularly with regard to Articles L 121-1 and L 110-1 of the Commercial Code, according to which "those who carry out commercial acts and make it their usual profession are traders" and "The law considers commercial acts: any purchase of movable goods to resell them, either in kind, or after having worked and implemented them [...]".

In the event of the dissemination of a commercial activity, which may be considered as a professional activity, SAS PRODUCLIC reserves the right to restrict the use of the OZALENTOUR Service, in particular to refuse or limit the number of Discount Offers that the Member may put online on the Site.

All Commercial Activities are broadcast from the day of programming, simultaneously on the website and our applications.

The Member also undertakes to ensure that his OZALENTOUR Account does not contain no mandatory false and/or misleading information no information infringing the rights of a third party

In this context, the holder declares and acknowledges that he/she is solely responsible for the information provided when creating his/her OZALENTOUR Account.

By creating an OZALENTOUR Account, each holder recognises and accepts that SAS PRODUCLIC may delete, at any time, without compensation or right to reimbursement of sums incurred by the Member for the purpose of subscribing to Paying Options, an account which is contrary in particular to French law and/or to the rules of distribution laid down by SAS PRODUCLIC.

ARTICLE 5 - LIABILITIES AND GUARANTEES (continued)

5.2 Responsibility and obligations of SAS PRODUCLIC

In its capacity as host, SAS PRODUCLIC is subject to a system of reduced liability provided for in articles 6.1.2. and following of the law n°2004-575 of 21 June 2004 for confidence in the digital economy.

SAS PRODUCLIC shall therefore in no way be held responsible for the content of the Publications, Commercial Activity and Discount Offers published by the Members, and gives no guarantee, express or implicit, in this respect.

SAS PRODUCLIC is a third party to the correspondence and relations between Members and Users, and therefore excludes all responsibility in this respect.

5.3 Limitation of liability

SAS PRODUCLIC undertakes to use all necessary means to ensure the best possible provision of the OZALENTOUR service to Users and Members.

However, SAS PRODUCLIC declines all responsibility in the event of :

interruptions, breakdowns, modifications and malfunction of the OZALENTOUR Service whatever the communication medium used and whatever the origin and source,

temporary impossibility of access to the Website and/or the Applications due to technical problems, whatever the origin and source,

direct or indirect damage caused to the User or the Member, whatever its nature, resulting from the content of the Publications and/or the access, management, Use, operation, malfunction and/or interruption of the OZALENTOUR Service, abnormal use or illicit exploitation of the OZALENTOUR Service by any User or Member, computer attack or hacking, deprivation, deletion or prohibition, temporary or definitive, and for whatever reason, of access to the Internet network.

SAS PRODUCLIC may only be held liable for direct damage suffered by the Member, resulting from a breach of its contractual obligations as defined herein. The User - Member therefore waives the right to claim compensation from SAS PRODUCLIC on any grounds whatsoever for indirect damage such as loss of profit, loss of opportunity, commercial or financial loss, increase in overheads or losses originating from or resulting from the execution of the present contract.

Each User and Member is then solely responsible for any damage caused to third parties and the consequences of any claims or actions that may result from this. The User also waives the right to exercise any recourse against SAS PRODUCLIC in the event of proceedings brought by a third party against him/her as a result of the Use and/or illicit exploitation of the OZALENTOUR Service, in the event of loss by a User or a Member of his/her password or in the event of usurpation of his/her identity. Users and Members acknowledge that the meeting points suggested on the Website as a place to carry out the transaction between the Member and the User are mentioned only as an indication and that the responsibility of the latter can in no case be engaged as for the transactions carried out in their establishments. Users and Members are solely responsible for the transactions thus carried out and their consequences.

ARTICLE 6 - INTELLECTUAL PROPERTY

6.1 All intellectual property rights (such as copyright, neighbouring rights, trademark rights, database producers' rights) relating to both the structure and the content of the Website and in particular the images, sounds, videos, photographs, logos, trademarks, graphic elements, text, visuals, tools, software, documents, data, etc. (hereinafter referred to as "Elements") are reserved. (hereinafter referred to as "Elements") are reserved. These Elements are the property of SAS PRODUCLIC. These Elements are made available to Users and Members, free of charge, for the sole use of the OZALENTOUR Service and within the framework of normal use of its functions. Users and Members undertake not to modify the Materials in any way.

Any unauthorized use of the Elements of the Website and the Applications leads to a violation of copyright and constitutes an infringement. It may also lead to a violation of image rights, personal rights or any other rights and regulations in force. It may therefore engage the civil and/or criminal liability of its author.

6.2 It is forbidden for any User and Member to copy (paste), modify, create a derivative work, reverse engineer or assemble or in any other way attempt to find the source code, sell, assign, sub-license or transfer in any way whatsoever any right relating to the Elements.

All Users and Members of the OZALENTOUR Service undertake in particular not to use or query the OZALENTOUR Service on behalf of or for the benefit of others;

extract, for commercial purposes or not, all or part of the information on the OZALENTOUR Website;

reproduce on any other medium, for commercial or non-commercial purposes, all or part of the information or Advertisements on the OZALENTOUR Website allowing the reconstruction of all or part of the original files;

use a robot, in particular a spider, a search or recovery application for Internet sites or any other means allowing the recovery or indexing of all or part of the content of the Internet Site and the Applications, except in the case of express and prior authorisation from SAS PRODUCLIC.

to copy the information on media of any kind allowing the reconstitution of all or part of the original files.

ARTICLE 6 - INTELLECTUAL PROPERTY (continued)

Any reproduction, representation, publication, transmission, use, modification or extraction of all or part of the Elements in any way whatsoever, without the prior written authorisation of SAS PRODUCLIC is illegal. These illicit acts engage the responsibility of their authors and are likely to lead to legal proceedings against them and in particular for counterfeiting.

6.3. The trademarks and logos of OZALENTOUR and www.ozalentour.com, as well as the trademarks and logos of OZALENTOUR's partners, OZAPHYRE (OZP) and OZAGOLD (OZG) are registered trademarks. Any total or partial reproduction of these trademarks and/or logos without the prior written consent of OZALENTOUR is prohibited.

6.4. SAS PRODUCLIC is the producer of the OZALENTOUR Service databases. Consequently, any extraction and/or re-use of the database(s) within the meaning of Articles L 342-1 and L 342-2 of the Intellectual Property Code is prohibited.

6.5. SAS PRODUCLIC reserves the right to take legal action against any person who does not respect the prohibitions contained in this article.

6.6. Hypertext links

6.6.1. Links from the OZALENTOUR Service

The OZALENTOUR Service may contain hypertext links to sites operated by third parties. These links are provided for information purposes only.

OZALENTOUR has no control over these sites and declines all responsibility for access, content or use of these sites, as well as for any damage that may result from consulting the information on these sites.

The decision to activate these links is the full responsibility of the User.

6.6.2. Links to the OZALENTOUR Service

No hypertext link may be created to the OZALENTOUR Service without the prior and express consent of OZALENTOUR.

If an Internet user or a legal entity wishes to create a hyperlink from its website to the OZALENTOUR Service, whatever the medium, it must first contact OZALENTOUR by sending an email via our Contact Form.

Any silence from OZALENTOUR shall be interpreted as a refusal.

6.7. The content of the Publications submitted belongs to the Members, nevertheless, by submitting a Publication, the Member grants :

- to OZALENTOUR the non-exclusive, transferable, sub-licensable, worldwide right to use (i) all the content of the Publications and in particular the photographs, texts, videos, illustrations, brands, logos, titles (hereinafter the "Content"), as and when they are published on the Site, as well as (ii) a licence on all intellectual property rights relating to the Content and in particular on the copyrights on the elements used in its Publication, such as photographs, texts, videos, drawings, illustrations and sound elements, for the entire legal duration of its intellectual property rights and for the entire world.

The rights thus granted include the right to reproduce, represent, distribute, adapt, modify, create a derivative work, translate all or part of the Content by any process, in any form whatsoever and on any media (digital, print ...) known or unknown to date, as part of the OZALENTOUR service or in connection with the activity of OZALENTOUR, and this for commercial purposes or not, including advertising,) known or unknown to date, as part of the OZALENTOUR service or in connection with the activity of OZALENTOUR, and this for commercial or non-commercial purposes, including advertising, as well as for dissemination on social networks on which OZALENTOUR is present and in particular the Facebook, Instagram and Twitter, Pinterest and LinkedIn Pages of OZALENTOUR. In particular, photographs and screenshots of OZALENTOUR Publications may only be reproduced and integrated into advertising formats broadcast on the Website in connection with the Publication submitted.

the Member gives his consent to the inclusion of his Business Activity and its Content on social networks, in particular Facebook, Instagram, Twitter, Pinterest and LinkedIn. Consequently, the Member certifies that he/she has read the general terms and conditions of use of the Facebook, Instagram, Twitter, Pinterest and LinkedIn sites and accepts the terms, particularly with regard to the reuse of Content and personal data.

Under this licence, SAS PRODUCLIC, without this creating an obligation to act, is entitled to oppose the reproduction and exploitation by unauthorised third parties of the OZALENTOUR Publications distributed on the Website and their Content.

- The user has the non-exclusive right to access the Content via the OZALENTOUR Service and to use and represent the Content to the extent permitted by the functionalities of the OZALENTOUR Service, and this for the whole world.

ARTICLE 7 - MODIFICATION OF THE OZALENTOUR SERVICE AND

These GTU are applicable from 27 August 2021.

7.1 SAS PRODUCLIC reserves the right, at any time, to modify or interrupt the accessibility of all or part of the OZALENTOUR Service and/or the Internet Site or the Applications.

7.2 SAS PRODUCLIC reserves the right to modify, at any time, all or part of the GTU. Users and Members are invited to consult these GTU regularly in order to take note of any changes made. Use of the Site by Users and Members constitutes acceptance by them of the modifications made to the GTU.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

If any part of the GTU should prove to be illegal, invalid or inapplicable, for whatever reason, the provisions in question shall be deemed not to have been written, without calling into question the validity of the other provisions which shall continue to apply between the Users or Members and SAS PRODUCLIC. These GCU are subject to French and European law.

ARTICLE 9 - DISSEMINATION RULES

GOOD PRACTICES

Here are some points to remember when you register a business activity on OZALENTOUR:

The text of the Business Activity must imperatively describe a commercial activity of goods & services between professionals and individuals (including discount offers)

Business Activities containing a general text of the type "Copy - Paste" are not accepted.

Business Activities must be submitted in a Theme corresponding to its criteria.

Commercial Activities must be submitted in the municipality or the localized place.

You must delete a Business Activity before inserting a new one related to it. You cannot have the same Promotion on the site more than once (in several departments or several categories).

Commercial Activities of a pornographic nature are prohibited.

If you register a commercial activity for an association, a town hall, as a self-employed person or as a SCI, you must indicate a SIREN number. If your association does not have one, we invite you to request one from the Regional Directorate of INSEE.

GENERAL BANS

Any commercial activity containing elements of text (words, tariffs, expressions, sentences, etc.) that would seem to be contrary to legal or regulatory provisions, good morals, the rules of distribution of our site or likely to disturb or shock the readers will be refused by OZALENTOUR without this giving rise to any right to compensation for the Member.

Unauthorised content

It is forbidden to submit a Commercial Activity:

Exclusively written in foreign language. Commercial Activities must be written in the language of the country detected (e.g.: fr.ozalentour.com: French...) (legal obligation imposed by law n°94-345 of 4 August 1994). When a foreign term cannot find its equivalent in French, it must be circumscribed in a sufficiently precise manner so as not to mislead the user of the site.

Containing terms or descriptions unrelated to the proposed content.

Presenting an abusive use of keywords.

Directly or indirectly directing to a site other than ours.

Including a premium rate telephone number.

Of a political, sectarian, discriminatory or sexist nature, etc.

Article 225-1 of the French Criminal Code defines discrimination as any distinction made between individuals on the basis of their origin, sex, disability, genetic characteristics, morals, sexual orientation, gender identity, membership or non-membership, whether real or assumed, of a particular ethnic group, nation, alleged race or religion [...]. The offence of discrimination, incriminated in Article 225-2 4° of the Criminal Code, is punishable by three years' imprisonment and a fine of 45,000 euros.

Protection of intellectual property rights

You must be the legal owner of the content or be authorised to distribute it by the owner, his authorised agent or by law. Only the mentions of the owners of the photo in the form of text are accepted. These texts must be black or white and not exceed 12px.

The insertion of logos making more than 10% of the issued photo, a website address or any other text on the photos is strictly forbidden.

Photographs not permitted for Commercial Activities

Photographs inserted in an Activity must represent a place, an event, a good or a service to be promoted and may not be used to illustrate several Promotions.

It is forbidden to insert photos with :

Recognizable minors

Link to a website, Image with Text

Representations with no link to the proposed offer, Logo...