



General Conditions of Sale

Ozalentour « The Proximity Engine »

Legal information

The acceptance of these general conditions can only be full and complete. The present general terms and conditions of sale 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. The present terms and conditions of sale are enforceable throughout the period of use of the site and until new terms and conditions of sale replace the present ones. 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 General Terms and Conditions of Sale. By this acceptance, he/she contracts with the Ozalentour® service, and undertakes to respect all the provisions of the General Terms and Conditions of Sale.

GENERAL TERMS AND CONDITIONS OF SALE 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



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 "GCS"):

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 GCS.

PORTFOLIO: means 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 - Available to registered and verified Members on the Website and Applications as described in article 3.1 of these GCS, the OZAPHYRE (OZP) payment token can be purchased, used, transferred and exchanged at any time 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 Applications as described in article 3.1 of these TOU, 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 GCS.

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 and using the OZALENTOUR Service accessible from the different 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, etc.

Diary: refers to the Member's private digital space, accessible from the Website and the Applications, allowing the monitoring and management of their 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 rate 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 Commercial 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 promoted Commercial Activity and accompanied by rates, discounts and visual, textual, audio data, photographs, videos, drawings, hashtags submitted by any natural person of legal age or legal entity, under its sole responsibility.

Publication: refers to all visual, textual, pricing, contractual, audio, photographic, message, link, hashtag, drawing, video and Activity data and Offers submitted by any natural person of legal age or legal entity, under its 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 GCS.

ARTICLE 1 - PURPOSE

The present General Terms and Conditions of Sale (GCS) establish the contractual conditions applicable to any subscription, by a Member connected to its My Account, having acquired the OZAPHYRE (OZP) payment token, with a view to trading goods and services (purchase - sale) or exchanging its OZAPHYRES (OZP) into OZAGOLD (OZG) via OZALENTOUR. Any increasing acquisition of OZP's allows the unlocking of options and promotional offers programmed continuously or determined in time from the Website and the OZALENTOUR 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 GCS are therefore fully enforceable against Users and Members.

ARTICLE 3 - OZAPHYRE (OZP) SUBSCRIPTION TERMS

3.1 General Rules

3.1.1 Buying and/or transferring OZAPHYRES (OZP)

The purchase, transfer and exchange of OZAPHYRES (OZP) is exclusively reserved for verified Members connected to their OZALENTOUR Account from the Website and/or the Applications.

OZAPHYRES (OZP) can be viewed and purchased depending on availability, and on the number of OZAPHYRES issued. The monetary volume of OZAPHYRES (OZP) may be increased according to the demand of the OZALENTOUR ecosystem and our partner exchanges.

According to the European harmonization request, OZALENTOUR commits to not exceed the value of 1 EUR per OZAPHYRE (OZP) issued.

In order to bring more transparency, the transfer and payment methods with OZAPHYRE (OZP) via OZALENTOUR are written and encrypted on a decentralized ledger called "Blockchain" (Stellar Protocol).

Any transaction made on the OZALENTOUR website is free of charge from 150 OZP blocked with tracking and history available from the profile menu "Logbook".

3.1.2 Promotion of a commercial activity

The promotion of a Commercial Activity is exclusively reserved to OZALENTOUR Members, and this, from their OZALENTOUR Account via the Website and/or the Applications. The creation of a Commercial Activity is available to any member with a zero OZAPHYRE (OZP) balance. Ozalentour systematically verifies each Business Activity submitted via a triple authentication validating both the email and telephone number of the company (or the activity issued) as well as its registered office. The promotion of a Business Activity is always followed by a "cash back" agreement ranging from 5% (minimum) to 70% (maximum). Apart from any geolocation and filtering options, the Activities on OZALENTOUR are classified in chronological order, according to the date and time of their posting. Consequently, all Members acknowledge and accept that their presence at the top of the list is only temporary.

3.1.3 Promotion of a Discount Offer

The promotion of a Discount Offer is exclusively reserved for OZALENTOUR Members (professionals/individuals/local authorities), and this, from their OZALENTOUR Account via the Website and/or the Applications. The publication of a Discount Offer is available to any member with a minimum balance of 50 OZP and under his sole responsibility. Ozalentour systematically verifies each Commercial Activity submitted via a triple authentication process validating both the email and telephone number of the company (or the activity issued) as well as its registered office. The promotion of a Discount Offer is always followed by a "cash back" agreement ranging from 5% (minimum) to 70% (maximum). Apart from any geolocation and filtering options, the Offers on OZALENTOUR are classified in chronological order, according to the date and time they were put online. Consequently, all Members acknowledge and accept that their presence at the top of the list is only temporary.

3.1.4 Sending and Receiving OZP's free of charge

The "Send and Receive free OZP's" option is reserved for OZALENTOUR Members, and this, from their account.

OZALENTOUR via the Website and/or the Applications.

This option is activated automatically from a minimum balance of 150 OZP and under its sole responsibility.

ARTICLE 3 - CONDITIONS OF SUBSCRIPTION (continued)

3.2 Space and time of subscription 3.2.1 OZAPHYRE (OZP)

OZAPHYRES (OZP) can be purchased by any Member connected to their Ozalentour Account, from the Website and the Applications. Members with a minimum of 200 OZP can transfer and exchange their OZAPHYRE (OZP) into OZAGOLD (OZG) via the PancakeSwap Application. In order to combat the financing of terrorism and money laundering, the Ozalentour Member accepts that an identity check (KYC/AML) must be carried out.

3.2.2 THE OZAPHYRE TOKEN (OZP)

OZAPHYRES (OZP's) have no lifetime limit, and can be used within the Ozalentour community and marketplace, either by online payment/transfer, or locally via the functions: QR CODE, MAIL or via the NFC technology available exclusively on the application (Android/Apple).

3.2.3 Publications, Commercial Activities and Discount Offers

All Publications, Activities and Offers registered on OZALENTOUR are for an unlimited or determined period of time, and may be deleted or deactivated in case of abuse, closure, cancellation or inactivity. The deletion of an OZALENTOUR Account is possible but results in the total and irreversible deletion of the Publications, Activities and Discount Offers.

ARTICLE 4 - DESCRIPTION OF OPTIONS

4.1 Adding / Modifying an Activity

Easily promote your business activity via the "Promote my business" button available from your Profile Menu > Manage my business

- Step 1: List of available fields for promoting an activity:

Choice of Theme, Business name, Location, Presentation, Description, Photos, Videos, Additional information, Add a website, Add a phone, Add opening hours, Add social networks, Add a video

4.2 Adding / Modifying an Offer

- Step 2: Title, Category & Description, Quantity available, Selling price, Choice of discount, Main photo, Other photos. Delivery type (pick-up, delivery, download, QR Code), Expiry date, Schedule...

4.3 Prices & Options :

- "My Activity": option available from 0 OZP in balance (Launching an activity + collecting OZP's)

- Publish an Offer": option available from 50 OZP in balance (Publication of a Promotional Offer)

Without creating an obligation to check the content, OZALENTOUR reserves the right to refuse or delete all types of Activities and Modified Offers that do not comply with the rules of the OZALENTOUR Service.

In case of refusal by OZALENTOUR to broadcast the modified Activity or Offer, an email informing the Member of the refusal will be sent.

4.4 Sponsoring an Activity or an Offer This option allows to broadcast an Activity or an Offer in front of other Publications. These locations are identified by a "Sponsored Content" banner. The Promotion will be featured with a maximum of 2 other Promotions. The Promotions benefiting from the "Highlight" option will be displayed randomly, so a Promotion will not be visible as "Sponsored Content" permanently on the OZALENTOUR Site and Applications. At the end of the duration of the "Highlight" option, an email will be sent to the Member to propose a new broadcast of the Promotion with the "Highlight" option. The rates of the "Highlight" option are calculated according to the request and the keywords. 4.5 Exchanging OZAPHYRES (OZP's) into OZAGOLD (OZG) is charged 2.5% fees (i.e. 2.5% fees per swap).

The rates applied are those in force on the day of the purchase in all currencies and digital assets or of a payment of a voucher with OZAPHYRE (OZP) or of paying option(s) OZALENTOUR reserves the right to change its prices at any time. OZAPHYRE (OZP) is a decentralized token via the STELLAR protocol and a public register (see here). Any exchange of OZAPHYRE (OZP) into OZAGOLD (OZG) is charged at 2.5% in OZG. OZALENTOUR and SAS PRODUCLIC are not responsible for any use of OZAPHYRE (OZP) that does not comply with the rules in force in the Zone, Province or Country concerned.

ARTICLE 5 - PRICES

The prices applied are those in force on the day of the purchase in all currencies and digital assets or of a payment of a good plan with OZAPHYRE (OZP) or of paying option(s). OZALENTOUR reserves the right to change its prices at any time. Any exchange of OZAPHYRE (OZP) via OZALENTOUR is charged with a 2.5% fee. OZALENTOUR and SAS PRODUCLIC are not responsible for any use of OZAPHYRE (OZP) that does not comply with the rules in force in the Zone, Province or Country concerned.

5.1 Purchase / Reload of OZAPHYRE (OZP)

OZAPHYRE (OZP) is a decentralized payment token via the STELLAR protocol and a public registry (see here) OZAPHYRE (OZP) can be purchased in institutional currencies or digital assets. OZAPHYRE (OZP) has a fixed price of 1 EUR for 1 OZP. The purchase and reloading of OZAPHYRE (OZP) is charged free of charge from 10 EUR.

5.2 OZAPHYRE (OZP) Transfers

OZAPHYRE (OZP) can be transferred between OZALENTOUR members at any time. OZAPHYRE (OZP) Transfers for members with less than 199 OZP's in their balance are charged a 1% fee and from 10 OZP's onwards.

5.3 Paying options

OZAPHYRE (OZP) can be used at any time to buy options via OZALENTOUR.

5.4 The OZAPHYRE (OZP) / OZAGOLD (OZG) Swap

ARTICLE 6 - PAYMENT AND BILLING

6.0 Payments in/by digital assets

In law, one of the constituent elements of the concept of digital assets within the meaning of Article L.54-10-1 of the Monetary and Financial Code is, in particular, their acceptance as a means of exchange by natural or legal persons. Digital assets are necessarily transferable and exchangeable for other digital assets or for legal tender.

The payment of a good or a service in digital assets is thus authorised, provided that the payment takes place between actors, natural or legal persons, duly authorised by the French regulations in force.

In addition, it should be noted that exchange transactions between digital assets, or from currencies to digital assets, are exempt from VAT due to the absence of a direct link between the good or service received and the counter-value received (in this sense, see the CJEU judgment, 22 October 2015, "Hedqvist", C-264/14, pursuant to Article 261 C, 1° of the CGI).

In fact, the tokens provided by the Company are digital assets, as defined above. They can therefore be used as a means of payment and the sale and exchange transactions of the tokens will not be subject to VAT.

6.1 Account and Invoicing

The Member, from the profile menu (Logbook) and the link "My transactions", has the possibility to download, in PDF format, his invoices and expense reports (debits/credits).

6.2 Refunds and Withdrawals

6.2.1 Refunds

OZAPHYRES and OZAGOLDS are not refundable.

Paid options are not refundable.

The deletion of an OZALENTOUR Account entails the deletion of all attached Activities, and consequently, the deletion of all your publications, as well as any paid option(s) subscribed to, and does not entitle the Member to any refund or compensation, which the Member acknowledges and accepts.

The deletion of an OZALENTOUR Account also entails the deletion of the associated wallet, without any right to reimbursement, which the Member acknowledges and accepts.

ARTICLE 7 - LIABILITY, FORCE MAJEURE

OZALENTOUR shall not be held liable in case of non-execution or poor execution of the order due either to the Member's fault or to a case of force majeure.

ARTICLE 8 - MODIFICATION OF THE GCS

These GTC are applicable from 27 August 2021. SAS PRODUCLIC and the OZALENTOUR service reserve the possibility, at any time, to modify all or part of the GCS.

Members are invited to consult the GCS regularly in order to take note of the changes made.

ARTICLE 9 - BROADCASTING RULES

GOOD PRACTICES

Here are some points to remember when you submit an Activity on OZALENTOUR :

The text of the Activities on OZALENTOUR must imperatively describe: a commercial Activity (with an address for verification).

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

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

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

You must delete an old Activity before proposing a new one related to it. You can't have several times the same Activity on the website except in exceptional cases (ex: franchise)

All Activities of a pornographic nature are forbidden.

Any Activity inserted for the benefit of a professional offering an idea for an outing, a trip or a service must have the authorisation of the company being promoted.

If you place Activities for the benefit of an association, a town hall, as a self-employed entrepreneur 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 PROHIBITIONS

Any 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 an Activity :

Exclusively written in foreign language. Activities must be written in 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, website addresses or any other text on the photos is strictly forbidden.

Photographs not allowed

The photographs inserted must represent an activity, a place, a good or an offer to be promoted and may not be used to illustrate several Activities.

It is forbidden to insert photos showing :

- Recognizable minors
- Logos
- Link to a website

ARTICLE 10 - MISCELLANEOUS PROVISIONS

If any part of the GTC is illegal, invalid or unenforceable, for any reason whatsoever, the provisions in question shall be deemed unwritten, without affecting the validity of the other provisions which shall continue to apply between the Members and OZALENTOUR, unless it was an impulsive and determining clause that led one of the Parties to subscribe to one or more paying options.

Any complaint must be addressed to info@ozalentour.eu

The GCS are subject to French law.