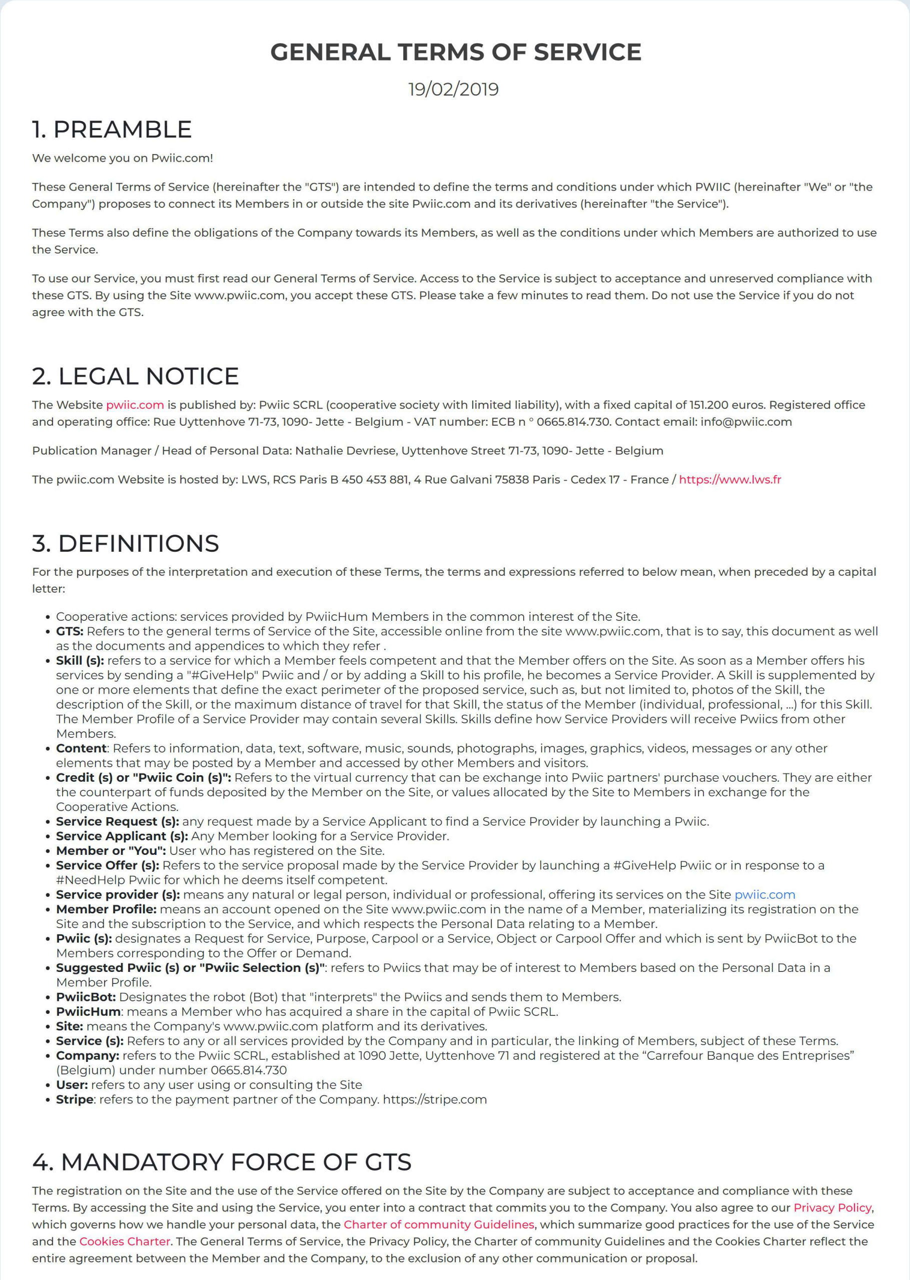

GENERAL TERMS OF SERVICE

19/02/2019

1. PREAMBLE

We welcome you on Pwiic.com!

These General Terms of Service (hereinafter the "GTS") are intended to define the terms and conditions under which PWIIC (hereinafter "We" or "the Company") proposes to connect its Members in or outside the site Pwiic.com and its derivatives (hereinafter "the Service").

These Terms also define the obligations of the Company towards its Members, as well as the conditions under which Members are authorized to use the Service.

To use our Service, you must first read our General Terms of Service. Access to the Service is subject to acceptance and unreserved compliance with these GTS. By using the Site www.pwiic.com, you accept these GTS. Please take a few minutes to read them. Do not use the Service if you do not agree with the GTS.

2. LEGAL NOTICE

The Website pwiic.com is published by: Pwiic SCRL (cooperative society with limited liability), with a fixed capital of 151.200 euros. Registered office and operating office: Rue Uyttenhove 71-73, 1090- Jette - Belgium - VAT number: ECB n ° 0665.814.730. Contact email: info@pwiic.com

Publication Manager / Head of Personal Data: Nathalie Devriese, Uyttenhove Street 71-73, 1090- Jette - Belgium

The pwiic.com Website is hosted by: LWS, RCS Paris B 450 453 881, 4 Rue Galvani 75838 Paris - Cedex 17 - France / https://www.lws.fr

3. DEFINITIONS

For the purposes of the interpretation and execution of these Terms, the terms and expressions referred to below mean, when preceded by a capital letter:

- Cooperative actions: services provided by PwiicHum Members in the common interest of the Site.
- **GTS:** Refers to the general terms of Service of the Site, accessible online from the site www.pwiic.com, that is to say, this document as well as the documents and appendices to which they refer .
- **Skill (s):** refers to a service for which a Member feels competent and that the Member offers on the Site. As soon as a Member offers his services by sending a "#GiveHelp" Pwiic and / or by adding a Skill to his profile, he becomes a Service Provider. A Skill is supplemented by one or more elements that define the exact perimeter of the proposed service, such as, but not limited to, photos of the Skill, the description of the Skill, or the maximum distance of travel for that Skill, the status of the Member (individual, professional, ...) for this Skill. The Member Profile of a Service Provider may contain several Skills. Skills define how Service Providers will receive Pwiics from other Members.
- **Content**: Refers to information, data, text, software, music, sounds, photographs, images, graphics, videos, messages or any other elements that may be posted by a Member and accessed by other Members and visitors.
- **Credit (s) or "Pwiic Coin (s)":** Refers to the virtual currency that can be exchange into Pwiic partners' purchase vouchers. They are either the counterpart of funds deposited by the Member on the Site, or values allocated by the Site to Members in exchange for the Cooperative Actions.
- **Service Request (s):** any request made by a Service Applicant to find a Service Provider by launching a Pwiic.
- **Service Applicant (s):** Any Member looking for a Service Provider.
- **Member or "You":** User who has registered on the Site.
- **Service Offer (s):** Refers to the service proposal made by the Service Provider by launching a #GiveHelp Pwiic or in response to a #NeedHelp Pwiic for which he deems itself competent.
- **Service provider (s):** means any natural or legal person, individual or professional, offering its services on the Site pwiic.com
- **Member Profile:** means an account opened on the Site www.pwiic.com in the name of a Member, materializing its registration on the Site and the subscription to the Service, and which respects the Personal Data relating to a Member.
- **Pwiic (s):** designates a Request for Service, Purpose, Carpool or a Service, Object or Carpool Offer and which is sent by PwiicBot to the Members corresponding to the Offer or Demand.
- **Suggested Pwiic (s) or "Pwiic Selection (s)"**: refers to Pwiics that may be of interest to Members based on the Personal Data in a Member Profile.
- **PwiicBot:** Designates the robot (Bot) that "interprets" the Pwiics and sends them to Members.
- **PwiicHum**: means a Member who has acquired a share in the capital of Pwiic SCRL.
- **Site:** means the Company's www.pwiic.com platform and its derivatives.
- **Service (s):** Refers to any or all services provided by the Company and in particular, the linking of Members, subject of these Terms.
- **Company:** refers to the Pwiic SCRL, established at 1090 Jette, Uyttenhove 71 and registered at the “Carrefour Banque des Entreprises” (Belgium) under number 0665.814.730
- **User:** refers to any user using or consulting the Site
- **Stripe**: refers to the payment partner of the Company. https://stripe.com

4. MANDATORY FORCE OF GTS

The registration on the Site and the use of the Service offered on the Site by the Company are subject to acceptance and compliance with these Terms. By accessing the Site and using the Service, you enter into a contract that commits you to the Company. You also agree to our Privacy Policy, which governs how we handle your personal data, the Charter of community Guidelines, which summarize good practices for the use of the Service and the Cookies Charter. The General Terms of Service, the Privacy Policy, the Charter of community Guidelines and the Cookies Charter reflect the entire agreement between the Member and the Company, to the exclusion of any other communication or proposal.

By creating a Member Profile on the Site, you agree to these documents. We recommend that you back up these documents or print them.

We reserve the right to modify, add or delete all or part of these Terms and Charters. You will be informed of such changes primarily through these documents. We advise you to consult them regularly to see the changes that will be made. Where necessary, or required by law, we will seek your acceptance again if there is a change in the TOS and its Charters. Any new use of the Site, after modifications of the GTS, or the Charters, implies your acceptance of the changes made. If you do not accept these Terms and Charters, you may not use the Site and the Service.

5. SERVICE DESCRIPTION

5.1 The Company provides a Member matching service

The Company provides an intermediary service (the "Service") for connecting Members. The Service includes tools that allow Members to send Pwiics to search for or offer a service, purpose, Carpool or broadcast news or a good plan, to chat with other Members (for example via chat), to make a price offer to another Member for a request, to manage online payments between Members who are paid for a benefit, to receive benefits, to manage their Member Profile or to create public pages. The Service also allows PwiicHum Members to carry out Cooperative Actions.

The site provides members with related services such as an identity verification system (badge), an evaluation and ranking system, and a telephone number verification system.

The service provided by the company is essentially limited to the intermediation service described in these Terms. In no case can the Company be considered as providing the underlying service. The Service Applicant and the Service Provider freely negotiate the conditions for carrying out a mission or a transaction (the precise purpose of the mission or transaction, the price, the time and the time required, the means to implement, etc.) without the Company intervening in these negotiations at all. The Company nevertheless provides related services as described in the preceding paragraph which do not affect the freedom that the Service Applicant and the Service Provider have to decide to collaborate and the conditions of this collaboration.

The Site allows you to find or offer a variety of services, but does not include any service of a political or religious nature and any dating or sexual dating service.

5.2. Relations between Members are under their sole responsibility

Each Pwiic is sent automatically to the Members most corresponding to the Request or the Offer, through PwiicBot. PwiicBot is programmed to avoid manual searches and to facilitate the sending of Requests and Offers. Since PwiicBot is a robot, the Company can not be held responsible for sending a Request or an Offer that is incorrect. Service Providers respond to Pwiic and freely offer their services, if they feel competent to carry out the mission described in the Pwiic. Service Applicants accept an Offer if they consider that the Service Provider is competent and / or that the Offer is attractive. Service Applicants have the option of accepting an Offer and entering into a free relationship with Service Providers or any Member of their choice.

The relationship between the Service Provider and the Service Provider is the responsibility of each of these parties and the Company declines all responsibility for any damage resulting from this relationship and in particular, but not limited to, in the following cases:

- Non-payment of a service by the Service Applicant;
- Poor execution or non-performance of a service by the Service Provider;
- Poor condition or quality of the object made available;
- Damage to property, animals or persons suffered by the Service Provider resulting from services provided by the Service Provider;
- Damage to property, animals or persons suffered by the Service Provider resulting from the provision of services to the Service Applicant.

However, the Company provides its Members with insurance to cover transactions paid online. Insurance covers member under conditions (see). The Company also provides its Members with a secure payment system via its partner STRIPE. In order to benefit from the insurance, payment must be made online. All claims must be declared within 30 calendar days of the date of completion of the service. A deductible of 380 euros is applicable.

Members have the opportunity to post reviews on the Member Profile public page. These evaluations contain a score and a comment. Under no circumstances can the Company be held responsible for a bad evaluation left on a Member Profile. Members may not modify or remove a score or comment, but each Member may report a score, comment or an unwanted message by contacting Customer Service at info@pwiic.com. The Company nevertheless remains free to judge whether the evaluation or the undesirable reported message should be deleted.

6. USE OF THE COMPANY'S SERVICE

6.1. Pwiics publication

- As a Member, and provided that you meet the requirements to create a Member Profile, you may create and publish Pwiics on the Site.
- When publishing your Pwiic, you can add photos, a budget, a place. Each Pwiic must contain a label that defines the type of Pwiic (eg #GiveHelp is the label to add if you offer your services on the Site. The exact name of the labels may change over time).
- You are only allowed to publish a Pwiic if you have the minimum age required to create a Member Profile (18 years old).
- You are only allowed to publish a Pwiic with the #GiveHelp label if you have the necessary Skills to offer this type of service.
- You must comply with the legislation in force (tax and social). You are solely responsible for reporting your income as a Service Provider. The Company puts at your disposal an Offer system to facilitate the declaration of your income. You are free to use or not this system put at your disposal, as long as you respect the legislation in force and declare your income. The Company is not liable if you do not comply with the laws in force in your country and We authorize you to delete your Member Profile if applicable
- The Service Provider will only provide the skills that he really possesses and therefore will not offer his services in areas that he does not control or insufficiently; this requirement applies, of course, but not only, to Skills which require special legal qualifications, entries in registers, order tables, or other official lists, or specific and documented training programs.
- You are only allowed to publish a Carpool Pwiic if you meet all of the following conditions:
- (i) you hold a valid driver's license;

- (ii) you only offer Carpool Pwiics for vehicles that you own or use with the express permission of the owner, and in any case that you are authorized to use for carpooling purposes;
- (iii) you are and remain the main driver of the vehicle, subject of the carpool Pwiic;
- (iv) the vehicle has valid third-party insurance;
- (v) you have no medical contraindications or incapacity to drive;
- (vi) the vehicle you intend to use for the journey is a 4-wheeled passenger car, with a maximum of 7 seats, excluding "no license" cars;
- (vii) you do not intend to publish another Pwiic for the same carpool ride on the Site;
- (viii) you do not offer more seats than those available in your vehicle;
- (ix) all seats offered have a seat belt, even if the vehicle is homologated in the presence of seats without a seat belt;
- (x) you use a vehicle that is in perfect working condition and complies with all applicable law and regulations, including an up-to-date technical inspection;
- (xi) you are an individual and do not act in a professional capacity.

The Company is not liable if you do not comply with the laws in force in your country regarding Carpooling and We authorize you to delete your Member Profile if applicable.

You acknowledge that you are solely responsible for the content of the Pwiic that you post on the Site. Accordingly, you represent and warrant the accuracy and truthfulness of any information contained in your Pwiic and this also applies to your Public Pages or any messages you post.

Your Pwiic will be published on the Site and therefore visible to Members and to all visitors, even non-Members, conducting a search on the Website or on the website of the Company's partners. The Company reserves the right, in its sole discretion and without notice, not to publish or withdraw, at any time, any Pwiic that does not comply with the TOS and its Charters, or that it considers to be prejudicial to its image, that of the Site or that of the Services.

6.2. Scoring system

6.2.1. Operation

The Company encourages you to leave an opinion on another Member with whom you have been in contact. On the other hand, you are not allowed to leave an opinion on another Member with whom you have not had a relationship.

6.2.2. Moderation

Your opinion, as well as that left by another Member to you, will only be visible and published on the Site after being approved by the Company.

You acknowledge and agree that the Company reserves the right not to publish or delete any notice, question, comment or answer that it deems contrary to these Terms.

The moderation of the Company does not reflect in any way the quality of the opinion left. You have the opportunity to report an abusive opinion that another Member has left on your Member Profile by sending an email to info@pwiic.com

7. PRICE OF SERVICE, MODALITY OF OBTAINING CREDITS AND PAYMENT OPERATIONS BETWEEN MEMBERS

7.1. Service price

7.1.1 Free features

Access and registration on the Site, as well as research, consultation and publication of Pwiic and Public Pages are free. When a Member makes an Online Offer to offer its services, objects or Carpooling, the Company adds a commission to this amount which can vary between 6% and 12% depending on the amount and which is 2 euros minimum. This commission is clearly visible to both the Service Applicant and the Service Provider when an offer is made online. This commission represents the commission of STRIPE, in case of use of the means of payment made available, as well as the insurance and the commission of the Company.

7.1.2 Paid Options and Features

Certain options and features are subject to payment under the conditions described below. Member needs Credits (Pwiic Coins) to use them.

- If a Member wishes to put his Member Profile forward, make it more visible on the Site, he must have Credits (Pwiic Coins).
- If a Member wishes to put his Pwiic forward, make it more visible on the Site, he must have Credits (Pwiic Coins).

The number of Credits required per type of paid functionality varies depending on the content of the Pwiic or the Member Profile and is freely defined by the Company. Other paid features may be added to the list above over time.

7.1.3. How to obtain Credits (Pwiic coins)

- Free Credits: The Member will receive Credits upon registration, by performing certain actions such as validating his email or adding a profile picture. Free Credits are distributed to allow Members to test the Site. The number of free credits is likely to change over time.
- Getting Additional Credits: Members can buy Credits online if they no longer have Free Credits in their Member Profile. If he does not wish to buy Credits, the Member can become a PwiicHum Member. A PwiicHum Member may receive Free Credits by performing certain Cooperative Actions.
    - Purchase Credits online. The Company's partner for online payments is STRIPE. STRIPE provides a bank payment service. The acquisition of Credits can be made by credit card or any other means of payment available through STRIPE, in one or more times. The amount in cash, expressed in euros paid by the Member is collected by STRIPE in exchange for the issue of Credits stored on the member's Member Profile. The transaction fees of the online purchase are the responsibility of the Member. VAT is added to the amount according to the VAT rules. Upon confirmation of payment, an invoice will be sent by the Company to the Member, and the Member Profile of the Member will be credited. Credits can be bought in packs of 200 minimum (20 euros). Invoices can be viewed and uploaded to the Member Member Profile.
    - Obtaining Credits by PwiicHum Members in exchange for their Cooperative Actions. PwiicHum Members have the opportunity to carry out Cooperative Actions in order to earn Credits. Its Cooperative Shares are freely defined by the Company and may change over time. The exchange or sale of Credits is strictly prohibited.

7.1.4 Right of withdrawal and refund of Credits

- If Credits have been purchased on the site and none of these Credits has been used, the buyer has a period of fourteen (14) calendar days, from the date of purchase, to renounce upon purchase, in accordance with the applicable legal provisions. Within this period, the buyer wishing to retract must notify Pwiic SCRL of its intention to use its right of withdrawal, by sending an email to info@pwiic.com or by mail to the address Pwiic SCRL, at customer service attention claims, Uyttenhove 71, 1090 Jette, Belgium.
- The execution of the contract between the Company and the Member commences immediately upon the use of the Credits by the Member. From that moment, the contract is fully executed by the Company and the Member acknowledges that he can no longer benefit from any right of withdrawal for the Credits purchased.
- Apart from the terms of retractions, Credits are not refundable. The price paid for the purchase of Credits is definitively vested in the Company and will in no circumstances be refunded to the Member, even if it closes its Member Profile while the Credits are not exhausted.
- Credits which have not been purchased and which are obtained on the Site by PwiicHum Members in exchange for Cooperative Shares or which have been offered by the Company, are in no way refundable.

7.2 Price of Services between Members

7.2.1 Members set their tariffs freely. If You offer your services on the Site for remuneration or rent your items, or offer carpooling, the rate charged to another Member for the Service, the object or the cost sharing, is determined by You, under your only responsibility. The Company may advise you in the setting of a tariff, but not require you to apply it as long as you comply with the legislation in force in your country.

7.2.2 Non-commercial and non-professional purpose of the use of the Services and the Site in case of carpooling by Drivers. If you offer a carpool place, it is strictly forbidden to derive any benefit from the use of our Site. Therefore, you agree to limit the amount requested to other Members to a Cost Attendance you request from Passengers. These are fees that you actually support to make the Carpool Trip. Otherwise, you will only bear the risk of requalification of the transaction made through the Site.

If you offer carpooling on the Site, you agree to use the Services and the Site only to be connected, on a non-professional and non-commercial basis, with persons wishing to share a Carpooling Trip with you.

As a Driver, you agree that you will not claim a Fee Contribution higher than the costs that you actually support and that may earn you a profit, provided that, in the case of a cost sharing, you must also, as a Driver, bear your share of the cost of carpooling. You are solely responsible for calculating the charges that you support for the ridesharing trip, and for ensuring that the amount requested from your Passengers does not exceed the costs that you actually support (excluding your share of cost sharing), in particular by reference to the applicable flat rate tax schedule.

The Company reserves the right to suspend your Member Profile if you use a professional VTC or taxi vehicle, a company car or service car and thereby generate a profit on the Site. You agree to provide the Company, upon request from the Company, a copy of your registration document and / or any other document attesting to the fact that you are authorized to use this vehicle on the Site and not to get no benefit.

The Company also reserves the right to suspend or delete your Member Profile, limit your access to the Services in case of activity on the Site, which, because of the nature of the proposed trips, their frequency, the number of Passengers transported or the amount of Expense Participation requested, would result in a profit situation for you or for any reason causing suspicion to the Company that you generate a profit on the Site.

8. OBLIGATIONS OF MEMBERS

To be able to use the Service, the Member must have an internet access, the possible costs of which are his responsibility. Users wishing to benefit from the Service must create a Member Profile on the www.pwiic.com Website and provide personal information.

8.1. Eligibility Criteria for Registration as a Member

Registration on the Site is free and requires the creation of a Member Profile.

8.1.1 Conditions of registration on the Site

Use of the Site is reserved for legal entities or individuals aged 18 or over. Any registration on the Site by a minor is strictly prohibited. By accessing, using or registering on the Site, you represent and warrant that you are 18 years of age or over.

8.1.2. Creating a Member Profile

The Site allows Members to post and consult with Pwiics, to create and view public pages and Skills pages of other Members. It allows Members to interact with each other to exchange, search or offer a service, object, carpool, news or good plan. You can view the Pwiics and members' public pages even if you are not registered on the Site. However, you cannot publish a Pwiic, a comment or a message, or create a page without having first created a Member Profile.

To create your Member Profile, you must complete all the required fields on the registration form.

To register on the Site, you must have read and accept these Terms and the attached Charters.

On the creation of your Member Profile, you agree to provide accurate and up-to-date personal information and to update it, through your Member Profile or by notifying the Company, in order to to ensure the relevance and accuracy throughout your contractual relationship with the Company.

The Member must provide true information in his Member Profile but also in the mail, or when he publishes comments. Members must use their true identity, indicate their real coordinates, provide accurate information regarding their Skills:

- When registering online, the User agrees to provide true, accurate, up-to-date and complete information about his identity, gender and age, skills or other information in his profile, in accordance with the legislation in this area.
- The User agrees in particular not to create a false identity likely to induce the Company or third parties in error and not to impersonate another legal or physical person.
- The Service Provider will only provide the skills that he really possesses and therefore will not offer his services in areas that he does not control or insufficiently; this requirement applies, of course, but not only, to Competencies which require special legal qualifications, entries in registers, order tables, or other official lists, or specific and documented training programs.
- The Company reserves the right to request the written justification of the Member's data, at any time, and to carry out any checks, as well as to delete any Member Profile whose holder does not immediately provide the said justification, or possibly within the deadline. which would be assigned to him.

The Member must have a valid email address, which the Company will use to confirm registration and to communicate any relevant information relating to the Service.

In addition, the Member must:

- Hold only one Member Profile on the www.pwiic.com Website. It is strictly forbidden for the Member to create multiple accounts using different identifiers, but also to use an account opened by another Member, or to fraudulently use the credentials of another Member.
- have not been previously banned from accessing the Site;
- Not to access the Site and use the Service to copy, compete or disrupt the business of the Company;
- Not to violate the rights of the Company or third parties, including their intellectual property rights;
- Respect the regulations in force in his country of origin, and in particular the legislation concerning qualification conditions and the formalities required to gain access to certain professions, as well as the tax regulations and the regulations on labor and social security law.

You agree to keep the chosen password secret when creating your Member Profile and not to share it with anyone. In case of loss or disclosure of your password, you agree to inform the Company without delay. You are solely responsible for the use made of your Member Profile by a third party, as long as you have not expressly notified the Company of the loss, the fraudulent use by a third party or the disclosure of your password to a third party.

You agree not to create or use, under your own identity or that of a third party, other Member Profiles than the one originally created.

8.2. Audit by the Company

The Company may, for purposes of transparency, confidence-building, fraud prevention or detection, set up a system for verifying some of the information you provide on your Member Profile or in communications with other Members. This is particularly the case when you fill in your phone number or we provide a piece of identification.

You acknowledge and agree that any reference on the Site or the Services to "verified" or similar information only means that a Member has successfully passed the existing verification procedure on the Site or the Services to provide you with more information about the Member with whom you are connecting. The Company does not guarantee the veracity, reliability or validity of the information that was the subject of the verification procedure.

8.3 Failure to meet the eligibility criteria

In the event of non-respect of the eligibility criteria, the Company may immediately, without notice or compensation, suspend or terminate the Member's Member Profile and deny it temporary or definitive access to all or part of the Service. If the Member had Credits on their Member Profile, they are not refunded.

8.4. Prohibited practices

Members have an obligation, when using the Service, to comply with instructions provided by the Company.

Members shall refrain from mentioning their mailing address, e-mail address and / or telephone number in the Pwiics they launch, in public questions and answers, or in any other public area on the Site that is not specially dedicated for this purpose.

Members are prohibited from using the Site for the following purposes:

- Publish or communicate in any way:
    - Illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, discriminatory, threatening, inveterate, hateful, racist, or otherwise objectionable content;
    - Content of a sexual nature or relating to a dating service;
    - Content infringing the rights of third parties, including their intellectual property rights;
    - Advertising content, other than on dedicated spaces;
    - Advertising content in favor of the Company's competitors;
    - Messages, including advertising, unsolicited;
    - Content containing computer viruses or any other code, file or program designed to interrupt, destroy or limit the functionality of any software, computer, or telecommunication tool, without this enumeration being exhaustive;
- Attempt to mislead other Users or Members by usurping the name or corporate name of others and, in particular, by posing as an employee or affiliate of the Company, a moderator, a guide, or host ;
- Perform marketing operations, including pyramid schemes;
- Access the Site by any means other than the public interface;
- Interfere with or disrupt the operation and access to the Site and the provision of the Service;
- Collect and store personal data of other Users or Members or attempt to obtain them without authorization using automated means such as robots;
- Reproduce, copy, sell, resell, or exploit for any commercial purpose whatsoever, any part of the Service, any use of the Service, any right of access to the Service or any part of the Site or its content.

Members further agree and respect the Community Guidelines Charter, which forms an integral part of these Terms.

Compliance with these requirements is the sole responsibility of the Members. The Company has no obligation to verify in advance the conformity of the information shown on the profile of Members and the content they publish. Users and Members have the opportunity to report to the Company any abusive content or any action contrary to the requirements. The Company will take appropriate action after reviewing the complaint.

8.5. Terms of access and confidentiality

8.5.1 Login IDs.

The Member accesses the Service and its functionalities by entering a login corresponding to his email address and a password that he has previously chosen during the registration process and will be asked for each connection.

The Member agrees that his email address may not infringe the rights of third parties, thus excluding any racist, anti-Semitic, xenophobic, defamatory or mischievous.

It is his responsibility to implement the precautionary and security measures necessary to protect his login credentials.

Each Member is responsible for the confidentiality of his password. It is his responsibility to implement the precautionary and security measures necessary to protect his login credentials. The password and the Member Profile associated with it are strictly personal and non-transferable. The Company reserves the right to access a Member Profile for purposes of assistance or smooth running of the actions performed on the Site.

Each Member is responsible for their Member Profile during each session of use. Each access through his password is deemed to be done by the Member. At the end of each session, it is recommended that the Member disconnect.

Each Member is responsible for its Member Profile until its closure. If a Member no longer wishes to use their Member Profile, it is recommended that they close it.

8.5.2. Loss and theft of login credentials

In case of loss or theft of his login credentials, or when he becomes aware of the use of his login credentials by an unauthorized third party, the Member must immediately contact the team of the Site by email to the address next: info@pwiic.com

The Member may then request that his login credentials be invalidated and that new login credentials be sent to him or that he may choose others.

The Company can not be held responsible for the fraudulent use of a Member's login credentials by a third party.

The Company reserves the right to delete any Member Profile containing comments or images contrary to public order and morality.

8.6. Intellectual Rights and Content Publishing

- It is prohibited to copy, modify, create a derivative work from the Site.
- The User and the Member acknowledge that the Site contains information, software, photographs, text, graphics, questions, messages, comments, reactions, ideas, notes, articles, and information. other documents that are protected by copyright, database law, trademark law and / or other proprietary rights of the Company and that these rights are valid and apply to both forms, current technologies and media than those that would be developed later.

- It is prohibited to access the Site by any means other than through the interface provided to you by the Company. Therefore, you are prohibited (and you can not grant others permission), copy, modify, create a derivative work, reverse design or assembly or otherwise try to find the source code, sell assign, sublicense or otherwise transfer any rights in the Service.
- The User or the Member agrees not to modify in any way the Site and not to use modified versions of the Site including (without this example being limiting) to obtain unauthorized access to the Site.
- The Member may be required to use texts, photos or videos that can be protected according to the regulations of the intellectual property. Until the Member deletes these contents, according to its confidentiality parameters and by accepting these Terms, the User freely grants a non-exclusive license of intellectual property, transferable, sublicense and for the whole world.
- The User or the Member undertakes not to use, publish or communicate texts, photos or videos belonging to third parties without their authorization. The Company can not be held liable for the uses in violation of the rights of third parties.
- The User or the Member of the Site is responsible for all the Content that it makes available to third parties, that it sends by e-mail or that it stores on personal spaces of the Site or spaces accessible to thirds, that it downloads or transmits in any other way through the Site. All Members must take into account the age of the youngest Members and do not take the risk of making remarks that may offend the sensitivity of the latter. Such comments may result in the deletion of the account without notice. The Company may exercise control after publication on the Site, on all Content written by Members.

PwiicHum Members who publish on the Site texts, graphics, photos, videos, or an assembly of these elements within the framework of the Cooperative Actions, and for which they receive Credits, immediately and irremediably transfer their rights relating to these elements to society.

In accordance with the relevant legislation, the Company sets up a reporting system identified by the "Report Abuse" link easily accessible and visible by all allowing Members to bring to the attention of any member any information that promotes the crimes against terrorism. humanity, inciting racial hatred or child pornography, inciting violence or harming human dignity.

The alert message sent to the Company will automatically indicate the date and time of the alert, the IP address of the issuer of the alert, the reference of the article presenting the offending Content.

The Member acknowledges being informed that if the Company is alerted by a third party or by any means whatsoever of the wrongfulness of a Content accessible through the Services or transmitted by the Services, including messaging, the Company shall have the right to withdraw the Content immediately or to make it inaccessible, and, in accordance with the relevant legislation, will deliver the Content and the Member's identification data, upon their request, to the judicial authorities.

In the event of a member's failure to comply with one or more of these rules, the Company reserves the right to block the member's account, delete the disputed messages, prevent the publication of all or part of a member's profile. and / or block access to all or part of the services temporarily or permanently.

8.7. Respect of current legislation and quality

8.7.1 Commitments of Service Applicants

- As a Service Applicant you pay the negotiated remuneration with the Service Provider and respect the contract established with it.
- In case of impediment or change of the schedule, the Service Applicant undertakes to inform the Service Provider without delay;
- The Service Applicant agrees to behave properly and responsibly, respecting the spirit of the Site.

8.7.2 Service Provider Commitments

- The Service Provider undertakes to ensure the quality of services to the Service Applicant with whom he has contracted;
- In case of impediment or change of the schedule, the Service Provider undertakes to inform the Service Applicant without delay;
- The Service Providers undertake to make an Offer to the Service Applicant and to provide Services and if they have all the qualifications, skills, knowledge, skills and authorizations necessary or required for the proper performance of the Services. their benefits;
- The Service Provider acknowledges being solely responsible for complying with all laws, regulations and obligations applicable to their use of the Site.
- The Service Provider undertakes to behave properly and responsibly, respecting the spirit of the Site.

8.7.3 Drivers' commitments in case of Carpooling

In addition, when you use the Site as a Driver, you agree to:

- Comply with all laws, rules, codes applicable to driving and the vehicle, in particular to have a liability insurance valid at the time of the Ride Carpooling and be in possession of a valid driver's license;
- ensure that your insurance covers carpooling and that your Passengers are considered as third parties in your vehicle and therefore covered by your insurance;
- take no risks at the wheel, to absorb any product likely to affect your attention and your abilities, to drive with vigilance and in complete safety;
- Publish carpool Pwiics that only correspond to the journeys actually envisaged;
- carry out the carpooling trip as described in the Pwiic de covoiturage (in particular with regard to the borrowing or not of the motorway) and respect the times and places agreed with the other Members (notably the place of rendezvous and deposit) ;
- not take more passengers than the number of places available in the vehicle;
- use a vehicle that is in perfect working condition and complies with all applicable laws and regulations, including an up-to-date technical inspection;
- communicate to the Company or to any Passenger who so requests, your driver's license, your registration certificate, your insurance certificate, your technical inspection certificate and any document attesting to your ability to use this vehicle as a vehicle. as Driver on the Site;
- in the event of an impediment or a change in the schedule or carpooling trip, inform your passengers without delay;
- in the case of a cross-border carpooling trip, make available and make available to the passenger and to any authority requesting it any document proving your identity and your ability to cross the border;
- wait for Passengers at the agreed meeting point at least 15 minutes beyond the agreed time;
- Do not post a carpool Pwiic for a vehicle that you do not own or use for ridesharing purposes;
- Make sure you are reachable by phone by your passengers, at the number registered on your profile or communicated by courier to the Passengers;
- generate no profit through the Site;
- guarantee no medical contraindications or incapacity to drive;
- Behave appropriately and responsibly during the ridesharing ride and in accordance with the spirit of carpool

8.7.4 Passenger Commitments on a Carpooling Trip

When you use the Site as a Passenger on a carpool trip, you agree to:

- behave appropriately during the ride in a manner that does not interfere with the concentration and conduct of the driver or the tranquility of other passengers;
- respect the driver's vehicle and its cleanliness;
- if unable to do so, inform the driver without delay;
- wait for the C-driver on the agreed meeting point at least 15 minutes beyond the agreed time;
- to communicate to Pwiic or any driver who so requests, your identity card or any document attesting to your identity;
- do not transport, during a carpooling trip, any object, merchandise, substance, animal likely to interfere with the driving and concentration of the driver or whose nature, possession or transport is contrary to the legal provisions in force;
- in the case of a cross-border car-pool ride, make available to the driver and any other authority requesting it any document proving your identity and your ability to cross the border;
- Make sure you are reachable by the driver.

8.8. Responsibility

The Member agrees to fully indemnify the Company (including, but not limited to, its attorneys' fees) in the event of any damage suffered by the Company as a result of its misuse of the Site, violation by it of the TOU or other offenses that the Member would commit in connection with the use of the Site and the Service.

9. OBLIGATIONS OF THE COMPANY

9.1. Responsibility and obligation of means

The Company does not contract through these Terms and Conditions any obligation of result relating to the Service, but only obligations of means.

As an intermediary between those who offer and those who seek services, the Company is committed to offering the Service, which is to connect service applicants and service providers offering their services.

As a mere intermediary, and while striving to make the Service optimal, the Company has no obligation of result, particularly with respect to the following:

- It can not assure the Service Applicant of the quality of the services provided by the Service Provider with whom it has contracted, or the Service Provider that it will actually be contacted by Service Applicants, or that they will pay the agreed remuneration. Similarly, the paid options subscribed can not under any circumstances be a guarantee of results;
- It can not guarantee that Service Providers have all the qualifications, skills, knowledge, skills and authorizations required or required for the proper performance of their services;
- It can not guarantee any result linked to the use of the member evaluation system, promotions, the search engine and the ranking system it offers;
- It implements all reasonable means to ensure that the Service is always available but can not be held responsible for interruptions beyond its control, such as the need to perform maintenance operations, server failures, or problems related to the internet itself;
- It offers no guarantee in case of deletion or lack of storage of content broadcast or transmitted via the Site;
- It has no direct control over the quality, safety or legality of the services and the veracity or accuracy of the content published by Users. The Company offers on the Site a feature allowing Users to report potentially abusive content. It is only as a result of such a report that the Company will verify the content published by Users;

The Company can not be held responsible for any direct or indirect damage resulting from the termination of access to the Site, for any reason whatsoever.

Except in the case of intent or serious misconduct, the Company does not incur liability for:

- any damage suffered as a result of technical difficulties encountered on the Site, including due to viruses, system interruptions, third party websites to which it is returned or which return to the Site;
- Any damage to your computer system and any loss of information resulting from the downloading of material on the Site;
- Any damage resulting from interactive applications;
- Any damage related to the use of the Site, whose main cause is a case of force majeure, acts or third parties that are not under the control of the Company;
- Any damage resulting, as regards the financial information part, from material errors in the information and data found on the Site and, with regard to the other parties, any error in this information and data;
- Any damage resulting from errors you make when using the Site;
- Any damage resulting from your appreciation of the data and information on the Site.

9.2. Privacy and Privacy Policy

- The Company respects the privacy and personal information of Users and Members. It is committed to giving them the means to best protect their data and identity. Members have access to privacy settings to control which personal data and content is visible to other Users or Members. The features that surround these privacy settings are constantly evolving for an ever closer control of the User on his personal data.
- For more information about privacy, please refer to our Privacy Policy, available on the Site by clicking here.

10. SUSPENSION AND CLOSURE OF THE PROFILE MEMBRE BY THE COMPANY

The Company reserves the right to suspend or close a Member Profile in the following circumstances:

- When it finds that there is more than one Member Profile for the same identity on the Site;

- When it finds that a Member Profile has been created under a false identity, in order to circumvent the registration conditions;
- When it may legitimately believe, in particular following the complaint of a User, that a Member has violated or acted in contradiction with the TOS and / or any legal prescription in force and / or that the Service is used in the purpose of realizing, allowing, facilitating any fraudulent activity;
- When it finds that a Member Profile has not been used for an uninterrupted period of 18 months. Unused: The member of the Site has not logged in for more than 18 months.

The right of the Company to suspend or terminate a Member Profile is without prejudice to its right to obtain full compensation for the damage it would suffer as a result of the Member's fraud.

11. CONTRACT LENGTH

The contract takes effect from the date of registration with the Service and is concluded for an indefinite period. You have the option of terminating your contractual relationship with the Company at any time, without charge and without cause. To do this, simply go to your Member Profile and click on "Delete my account". You can also ask for assistance to delete your Member Profile by sending an email to info@pwiic.com

12. GUARANTEES

12.1. General operation of the Service

The Company strives as far as possible to maintain the Service available 7 days a week and 24 hours a day, but is under no obligation to do so.

The Company may therefore interrupt access for any reason, including technical reasons. The Company is in no way responsible for these interruptions and the consequences that may result for the user or any third party.

The Company reserves the right, at any time and for any reason whatsoever, to temporarily or permanently modify or interrupt access to all or part of the Site or to terminate one or all Services cited herein, without having to inform the Users in advance, and without the users having recourse against the Company.

The Company can not be held responsible for any direct or indirect damage related to a modification, suspension or interruption of the Site. The User accepts the fact that the Company can not be held responsible for any material and / or immaterial and / or direct and indirect damage of any nature whatsoever and / or arising from the use or impossibility to use the Service.

The Company is in no way responsible, without this list being exhaustive:

- Content sent by users on the Site and to Members and, as such, each member guarantees the Company against any recourse and / or actions that could be brought by any person due to the dissemination of one of its contributions;
- The transmission of any data and / or information via the Services allowing the interaction between the Members;
- Any loss of profits, business interruption, loss of data or other loss of a monetary nature;
- The responsibility of the Company can not be held liable for total or partial piracy of the site www.pwiic.com and the damage that this piracy could cause to members or to a third party.

12.2. Hypertext links and external content

Links are available on the Site, set up either by the Company or by partners, or by third parties, who direct Users of the Site to other websites or other Internet sources. The Company does not have control or responsibility for the websites of third parties or external documents to which these links are redirected. These websites, documents and Content of any kind may be modified, updated or deleted at any time by the publisher who takes responsibility for their accessibility to the public. The Company does not exercise control over the wording of these links or the content of the sites to which they refer and can not be held responsible for this fact. The Company warns Users that this advertising content may contain inaccuracies, omissions, gaps or outdated information. The Company declines all responsibility for these contents and does not guarantee the veracity or completeness of this information.

If the User decides to access any of these sites, he does so at his own risk. The fact that the Company provides a link to a third party site does not imply that the Company approves, authorizes or finances this Site or that the Company has any connection with these third parties.

In addition, third party websites may provide links to our Site. In principle such links can only be made with the authorization of the Company. However, if the Company agrees, the latter does not have the means to control the entire content of these websites.

The creation of a hypertext link to the home page of the Site, to the exclusion of any other address, is authorized as long as this link is not prejudicial to the Company, and unless otherwise advised by the Company. However, any hyperlink to an internal page of the Site is prohibited, except with the express prior authorization of the Company.

12.3. Virus

All data placed on the Site are checked for the presence of known viruses at that time and are then regularly checked for the presence of known viruses at the time of the check. However, the Company can not guarantee the absence of viruses, given the risks inherent in the use of the Internet.

13. FORCE MAJEURE

13.1. Definition

Neither party shall be held liable to the other for the non-performance or delay in the performance of an obligation of this contract that would be due to the other party as a result of the occurrence of a case of force majeure within the meaning of the law.

Expressly, are considered in particular cases of force majeure or fortuitous event, besides those usually retained by the jurisprudence of the courts and tribunals, the blocking of telecommunications, including telecommunication networks, the total or partial strike, lockout, riot, civil unrest, insurrection, civil or foreign war, nuclear risk, embargo, confiscation, capture or destruction by any public authority, inclement weather, epidemic, blockage of means of transport or supply for any reason, earthquake , fire, storm, flood, water damage, governmental or legal restrictions, legal or regulatory changes in forms of marketing, computer failure, any consequence of technological change, unpredictable by the Company, calling into question the standards and standards of his profession and any other unforeseeable, irresistible and independent case of the will of the Parties preventing the normal performance of their reciprocal obligations.

13.2. Implementation

In the event of such an event of force majeure, the obligations of this contract are suspended. If the case of force majeure continues for a period of more than one month, this contract is terminated automatically and without formalities or compensation.

14. CHARTERS

The Privacy Policy (click here), Cookies Charter, (click here) and the Charter of Community Guidelines (click here) form an integral part of these General Terms of Services.

15. INTELLECTUAL PROPERTY

Each of the elements, including the trademarks, logos and domain names, appearing on the www.pwiic.com Site, is protected by the laws in force on the intellectual property, and belongs to Pwiic SCRL or is the object of a authorization of use.

No element of the Site may be copied, reproduced, modified, republished, loaded, distorted, transmitted or distributed in any manner whatsoever, in any medium whatsoever, in part or in whole, without the prior written authorization of the Company with the exception of strict use for the needs of the press and subject to the respect of intellectual property rights and any other property rights mentioned.

Any total or partial representation of the Site by any means whatsoever, without the express authorization of the Company is prohibited and constitutes an infringement sanctioned by the legislation in the matter.

The Company reserves the right to pursue any act of infringement of its intellectual property rights.

16. APPLICABLE LAW - CONTRACT LANGUAGE - TRANSACTION - COMPETENT JURISDICTION

16.1 Applicable law

These GTS are governed by Belgian law.

16.2. Language of the contract

The official language of this contract is French. The use of any other language is only indicative. In case of difficulty of interpretation, the Parties will only refer to the French text.

16.3. Transaction

In case of dispute, the Company and the Member undertake to negotiate in good faith with a view to reaching a settlement within one month from the date of the litigation. In case of difficulties in the application, the interpretation or the existence of the TOS or regarding the order, the buyer and Pwiic SCRL undertake, before any action in court, to seek an amicable solution. The Member can access extrajudicial procedures here: http: //www.cecbelgique.be.

16.4. Court of competent jurisdiction

In case of failure or in the absence of a transaction after a delay of fifteen days from the birth of the dispute, any dispute relating to the use of the Site or concerning acceptance, interpretation or respect Terms will be subject to the sole jurisdiction of the courts of Brussels (Belgium) which will apply Belgian law.

This contract is digitally signed and remains available on the Website www.pwiic.com

17. GENERAL PROVISIONS

If any provision of these Terms of Use is unlawful, void or unenforceable, for any reason, this provision will be considered severable and the validity and binding nature of the other provisions of these Terms will not be affected.

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