

GENERAL CONDITIONS OF USE OF THE INDIGO ASSOCIATIONS PLATFORM

Effective date: 02 April 2019

Indigo is a simplified joint stock company with a share capital of €11,332.82, registered in the Nanterre Trade and Companies Register under number 843 148 800, whose registered office is located at 14B rue de Sèvre, 92100 Boulogne-Billancourt (hereinafter « **Indigo** »).

Contact :

For any problem concerning the use of the Indigo Associations Platform or its operation, the User may contact Indigo at the following email address : contact@indigo.world or by telephone 09 72 31 55 86.

ARTICLE 1 - Definitions

Indigo application

refers to the Indigo mobile application available on the Android and iOS operating systems, on which are visible the Collections and Associative Events organized by the Associations and in which the Users of the Indigo Application can participate if they wish. To view the general terms and conditions of the Indigo Application, please follow [this link](#).

Association

refers generically to any association that is validly registered on the Indigo Associations Platform. In order to be able to use all the Platform's features, the Association must create an Account. It must first check if it is eligible (see the registration conditions provided for in Article 6 of the GCU: Access to the content of the Indigo Associations Platform).

Chat

refers to an instant messaging service made available to Associations and Users of the Indigo Application. The purpose of the Chat is to simplify exchanges between Associations and Users and to help them plan their meetings.

Collection of information

refers to a collection of goods created by an Association on the Indigo Associations Platform and published on the Indigo Platform in which Users can participate as a volunteer of the Association organizing it.

Account

refers to all data relating to the Association, in particular the identifier allowing access to the services of the Indigo Associations Platform, but also the images put online by the Association as well as the history of the Collections and Associative Events that it has published on the Platform. An Association Account is public, except for the Associations

personal information. It is therefore accessible to other Associations and Users of the Indigo Application.

Terms and Conditions of Use

refers to these general terms and conditions of use of the Indigo Associations Platform.

Association Event

refers to an event created by an Association on the Indigo Associations Platform and published on the Indigo Application in which Users can participate as a volunteer of the Association hosting it.

GoodVibes

refers to the coefficient that assigns a bonus or penalty to each User based on his interactions on the Indigo Application. It is displayed as a percentage, fluctuating according to the User's actions. Each GoodVibes coefficient is linked to a User account. It works according to the following principle: the higher the coefficient, the lower the value in Digos of access to an object or service for the User. Conversely, the lower the Goodvibes coefficient of a User, the higher the value in Digos of access to an object or service for him. If the formula gives a result, it does not in any way determine the distribution of the bonus and penalty, or the amount of Digo available. This fixation will go to Indigo... The GoodVibes coefficient takes into account four criteria that allow it to be increased:

- the number of hints devoted by a User to Associative Events;
- the number of objects and services given to other Users without Digo in return;
- the number of different people with whom a User exchanges; and
- the average score obtained by the User during his exchanges with the community.

Identifiers

refers to the following information: company name, username, and password, siret, profile logo, country, city, address chosen by the Association and allowing it to create an Account to access the Platform. To create an Account, an Association must identify the contact person in charge of the association (name, first name, email phone number) can also use its Facebook page. Certain information from his profile (name, first name, email, telephone number, etc.) is then communicated to Indigo so that the manager Account is synchronized at the same time as his Facebook account

Indigo Associations Platform or Platform

refers to the web platform reserved and accessible only to Associations. The Indigo Associations Platform allows Associations to create and organize Collections and Associative Events, published and visible by Users on the Indigo Application. Users can participate if they wish. Users are remunerated ; by the allocation of GoodVibes for the goods/services provided to the Associations.

User

refers to any person who has installed and used the Indigo Application, on a regular or occasional basis.

ARTICLE 2 - General presentation of the Indigo Associations

Indigo's primary goal is to promote social support on a daily basis, through the Indigo Associations Platform and the Indigo Application.

The Indigo Associations Platform is a web platform reserved for Associations that allows them to recruit volunteers among Indigo Application Users wishing to participate in Collections and Associative Events.

To this end, the Platform offers different functionalities (see Article 7 of the GCU).

Participation in Collections and Events is on an amateur basis, and under no circumstances on a professional basis.

The User who acts in a professional capacity while presenting himself as a consumer or a non-professional is guilty of the offence of misleading commercial practices punishable by two years ; imprisonment and a fine of 300,000 euros (Articles L. 121-4 22° and L. 132-2 of the Consumer Code).

Users who have participated in a Collection or Associative Event created by an Association are "rewarded" by the allocation of GoodVibes.

The Indigo Associations Platform allows Associations to be connected with volunteer Users. It allows Users to offer their goods/services to Associations, without remuneration and on a non-professional basis. No services relating to regulated professions may be offered by Users. It is recalled that under article 433-17 of the Criminal Code, the illegal exercise of a regulated profession (doctor, pharmacist, lawyer, real estate agent, architect, etc.) is punishable by one year imprisonment and a fine of 15,000 euros.

ARTICLE 3 - Acceptance and enforceability of the General Terms and Conditions of Use ("GTC")

The purpose of the "GTC" is to specify the conditions and rules governing the use of the Platform. The Associations undertake to respect the "GTC". These are brought to the attention of the Associations for acceptance at the time of their registration on the Platform. The GTC enforceable against Associations are those in effect at the time of use of the Platform, participation in a Collection or participation in an Associative Event.

ARTICLE 4 - Intellectual Property

The Indigo brand is registered at the INPI in Indigo's name under number 18018176.

Any fraudulent use of this trademark will be denounced by its owner before the Tribunal de Grande Instance de Paris. The same protection extends to the unauthorized reproduction of

brand derivatives, graphic design, logos, typos and any other elements attached to the Indigo Associations Platform or the Indigo Application.

Any representation or reproduction of the Indigo Associations Platform or the Indigo Application or the brand, logo, graphic charter, typos or elements relating to the Indigo Associations Platform or the Indigo Application is prohibited.

The Indigo brand and all the components of the Indigo Associations Platform and the Indigo Application, whether graphic, organizational or auditory, are the exclusive property of Indigo. The logos and symbols used on the Indigo Platform and Application such as the Digo, Goodvibes or the entire graphic charter may not be reproduced under any circumstances without prior reference to Indigo. Any reproduction of these elements, without prior authorization, may constitute an act of counterfeiting.

ARTICLE 5 - Amendments to the General Terms and Conditions of Use

Indigo is free to modify the GTC. Any Association that continues to use the Platform after a minor modification of the GTC that does not alter the qualities or characteristics of its use shall be deemed to have accepted the new T&Cs.

Indigo shall inform the Association of any substantial change to the GTC and the Association shall be invited to accept the new GTC.

ARTICLE 6 - Access to the content of the Indigo Associations Platform

6.1 Registration

The creation of an Account is considered valid once the Association has completed the registration form and accepted the T&C. The T&Cs are an integral part of the registration form. Indigo reserves the right to refuse an Association's application for registration, without giving any reason. By creating an Account, the Association guarantees and confirms :

- that it has the legal capacity to contract, organise events and request objects or services;
- that the information it has submitted to Indigo in the registration form is accurate, current and not misleading;
- that it is entitled, **as a non-professional**, to organise the Associative Events and

Collections proposed on the Indigo Application under all the laws or regulations of its country of domicile or which apply to it ;

- that it will not transfer and give access to its Account to a third party;
- that she is solely responsible for maintaining the confidentiality of her password.

The following information must be provided by the association when registering:

- name of the Association ;
- email of the person in charge of the Association;
- surname and first name of the person in charge of the Association;
- telephone number of the person in charge of the Association;
- Siret number of the Association;
- the Association's field of intervention;
- logo of the Association.
- country ;
- city ;
- address ;

In addition, the Association may optionally provide the following information:

- actions carried out by the Association;
- description of the Association
- Facebook page ;
- Twitter page;
- Instagram page;
- website ;

After the registration of the Association on the website, Indigo contacts the person in charge of the Association to accept or not its registration on the Indigo Associations Platform. Indigo reserves the right to refuse an Association, without giving any reason.

Indigo reserves the right to oppose the registration of an Association that refuses to comply with the GTC.

If the Association notices that its Account or that of another Association is being used fraudulently, it undertakes to immediately notify Indigo.

Associations are free to delete their Account at any time by sending an email to the following address: data@indigo.world.

6.2 Exclusion of Associations

In the event that the Association fails to comply with the GTC, Indigo reserves the right to immediately terminate the activity of the Association's Account and to terminate the Account, without prior notice.

ARTICLE 7 - Use of the Indigo Associations Platform

By using the Platform, the Association accepts the GTC. The Association shall not use the Platform for any purpose other than that provided for in the GTC.

The use of the Platform is under the control and sole responsibility of the Association.

7.1 Developing charitable actions

Associative Events. These events allow the recruitment and retention of volunteer Users. Through the Indigo Associations Platform, Associations can create and publish on the Indigo Application Associative Events for which they need volunteers. Volunteers are recruited digitally and instantly from the entire Indigo community. Users may engage with Associations on an ad hoc or long-term basis. Linked to the Indigo Application, the Platform allows Associations to manage all their actions: the creation of Associative Events at national or local level, the recruitment of volunteers and the distribution of their tasks, an agenda and communication with the teams concerned.

Collections. Associations may face a lack of equipment to implement their missions. The Platform allows Associations to organize Collections from the Indigo community, via the Indigo Application, as well as to notify their own members or volunteers of the launch of these Collections.

7.2 Administering your Association

Manage antennas from headquarters. Associations can create and manage their branches and Associative Events remotely. Each antenna can have its own administrator as well as its own teams and volunteers. The head office has access to the follow-up of the Associative Events of the antennas.

Recruit volunteers. Associations may accept Users who wish to participate in an Associative Event or a Collection via the Indigo Application. A rating system on User profiles allows Associations to assess and filter the level of reliability and experience of Users. Users who already belong to an Association as volunteers may be invited to an Association Event or a particular Collection.

Organize your teams and missions. An internal communication system allows Associations to communicate with their own volunteers and with volunteer Users participating in Associative Events and Collections. They may also assign specific tasks and missions to their members and volunteers.

7.3 Publication and research of Associative Events and Collections

The Association may publish on the Indigo Application, via the Platform, Associative Events or Collections.

The User, when opening the Indigo Application, will be able to see on the map which are the Associative Events and Collections located around him. Collections and Associative Events appear in yellow.

The User can then carry out a search and use filters to refine his search by indicating the geographical perimeter within which the Collection or Associative Event is located.

The publication of Collections or Associative Events on the Platform as well as the linking of Associations with Users are free of charge.

It is possible for Associations to access the history of their proposals for Collections and Associative Events on the Platform. They are classified by publication date and activity and indicate whether they have been concluded or are still in progress.

7.4 Participation in Associative Events or Collections

Users who wish to take part in Collections or Associative Events can answer them directly on the Indigo Application.

The User can contact the Association through the Chat.

The Association is free to accept or refuse the participation of a User in a Collection or an Associative Event.

Users who have participated in a Collection or Associative Event created by an Association are « rewarded » ; by the allocation of GoodVibes.

GoodVibes is only assigned to the User after confirmation by the Association that the User has participated in the Collection or Associative Event. GoodVibes are then assigned to the user's Account.

The agreement between the Association and the User is irrevocable. However, depending on the circumstances, it may be accepted that a Collection or an Associative Event may finally be cancelled. If, for objective reasons, they could not be achieved, the Association or the User who wishes to cancel, as the case may be, must then specify to the other party the reasons justifying its cancellation. It is not technically possible for an Association to withdraw a Collection or Associative Event already accepted by a User if the Association has previously approved it. In order to proceed with the withdrawal of the Collection or Event, Associations and Users may contact the support at this address: contact@indigo.world.

Indigo reserves the right to suspend or delete an Association's or User's Account in the event of repeated cancellations by Indigo.

7.5 Evaluation of Users and Associations

In order to ensure a follow-up of the services provided by Users, Associations may evaluate User's participation in their Collections and Associative Events. Similarly, in order to ensure a follow-up of the Associative Events and Collections proposed by the Associations, Users may evaluate the organization of the Associations for the Collections and Associative Events in which they have participated. The rating is based on a scale from 1 to 5 stars. The rating of a User and an Association may be accompanied by appraisal comments describing the characteristics and quality of participation in the Collection or Associative Event.

Comments of appreciation and profile of Users. Feedback may increase or decrease the User's GoodVibes. A User's profile indicates the comments of appreciation left by the Associations, as well as the ratings assigned to him/her. Appraisal comments are published immediately and no control or moderation is exercised by Indigo before their publication. However, a procedure for reporting appraisal comments that do not comply with the GTU is available in the vicinity of the appraisal comment posted on a User's or Association profile.

7.5 Rules relating to Collections and Associative Events

Indigo is not a party in the relationship between Associations and Users. Indigo does not transfer ownership of the objects collected as part of the Collections.

7.6 Moderation rules

The Associations must ensure that they comply with the legal obligations in force.

The Associations are responsible for the accuracy of the information provided on the Platform. Any Association that finds facts on the Platform that constitute the offence of identity theft must inform Indigo.

All publications of illegal Collections or Associative Events are prohibited, in particular those concerning products not in trade, contrary to public order and morality (for example, weapons, drugs, elements and products of the human body, etc.). Thus, the publication of Collections or Associative Events for which the Association does not hold all the rights is prohibited.

Associations must ensure that they have all the necessary rights to publish photographs on their Account, on the publication of Collections or Associative Events.

In general, the Associations undertake to respect the spirit of the Platform, which is to promote mutual assistance and good citizenship.

Associations refrain from making defamatory, aggressive, threatening, discriminatory, xenophobic, racist, anti-Semitic or pornographic statements, whether on their Account, when publishing their Collections or Associative Events, or on the Chat.

The Associations also refrain from any illegitimate use of a title attached to a profession regulated by the public authority or by an official diploma or of a quality for which the conditions of attribution are fixed by the public authority. It is recalled that these acts constitute an offence punishable by article 433-17 of the Penal Code of one year's imprisonment and a fine of 15,000 euros.

Any Association that does not comply with the provisions of the GTU or the legal or regulatory obligations shall be definitively closed its Account.

Indigo is also entitled to sue the Association for fraudulent use of the Platform. It is recalled that each Association undertakes to have only one single Account. No identity theft can be tolerated when registering on the Platform.

In the event of identity theft or loss of identifiers, the Association may contact the moderators at the following email address : contact@indigo.world. The protocol to be followed will then be indicated to him by our teams.

The use of the Platform is prohibited:

- to natural persons;
- to any legal person other than an association
- Associations suspended for having previously ignored Indigo's GTU and/or been permanently suspended;
- to Associations whose sole purpose is professional;
- Associations seeking to make savings at the expense of other members;
- Associations seeking services or objects contrary to the law, regulations, morality, public order or the GCU.

Indigo sets up an alert procedure allowing Associations to inform moderators of acts contrary to these GTU. To this end, any User may report an abuse in the "Contact" ; section or at the following address: : abuse@indigo.world.

ARTICLE 8 - Responsibilities

8.1 Status of the Indigo Associations Platform

Indigo hosts the content of ads placed online by Associations and Users (images, texts, descriptions, etc...). The Platform is an electronic platform made available to Associations, allowing them to connect with Users. Indigo acts as a host within the meaning of Article 6 of the law of 21 June 2004 on trust in the digital economy. Indigo's role is to provide access to online communication services to the public. Indigo is not a content publisher.

8.2 Liability of Associations and Users

Indigo has no control over the quality, legality or security of the ads placed online by Associations and Users. Indigo does not guarantee the veracity or accuracy of the ads placed online. To the extent that Indigo is not involved in the transaction, it cannot in any way guarantee that an Association and a User will conclude the planned transaction.

Indigo does not verify the veracity of the information provided by Associations or Users and declines any responsibility for the inaccuracy, inadequacy or illegality of such information. Indigo shall in no event be liable for any data, information and/or content provided by an Association or User, whether or not publicly accessible, for the lack of truthfulness of such data, information or content, for any errors or omissions therein, or for any damage resulting from the use of any content provided by an Association or User, posted or transmitted by e-

mail or in any other way, via the Platform. Indigo has no general obligation to monitor the data and content provided by Associations or Users or to delete content that does not appear manifestly illegal, notwithstanding its notification. Indigo shall in no event be held liable for any consequences that may arise during or after meetings or contacts between Associations and Users, as a result of the use of the Platform, Collections or Associative Events.

Indigo shall not be held liable in any way whatsoever for the organisation and conduct of a Collection or for the organisation and conduct of an Associative Event. As such, no compensation may be claimed. Indigo shall not be liable for the failure of any of the parties. Indigo cannot guarantee the conformity of the Collections or Associative Events. Indigo cannot therefore be held responsible for the quality of the service provided or the goods delivered.

Indigo cannot be held liable or sought for any accident that may occur during the organisation and conduct of a Collection or Associative Event. Consequently, the use of the Platform is at the Association's own risk. It is therefore up to the Association to take the necessary precautions and to ensure the reliability of its interlocutor.

Any Association and any User who provides a service undertakes to be covered by an insurance policy covering its liability in the event of damage for which it may be the cause during the organisation and development of a Collection and/or during the organisation and development of an Association Event.

The User offering to another User or Association a service including travel by motorized vehicle requiring a driver's license undertakes to confirm the possession of a valid license adapted to the type of vehicle in question. Indigo shall not be liable for any breach of this rule. In addition, the User also undertakes to have an insurance policy on the said vehicle.

Indigo leaves it entirely to the discretion of Associations and Users to choose the location of their services or Collections, whether they are related to a material object or to a service rendered, and the location of Associative Events. Associations and Users are solely responsible for their own meetings and transactions. The choice of time and place of the meeting is entirely based on their mutual agreement and any event occurring during the Associative Event or the Collection, whether linked to the external environment or to one of the parties, could not be the responsibility of Indigo.

8.3 Indigo's liability

Indigo could only be held liable if it has been informed that an advertisement published on the Indigo Application does not comply with the TOS and has not removed it. Indigo strives to remove ads that do not comply with the TOS as quickly as possible.

8.4 Accessibility to the Indigo Associations Platform

Due to the particular nature of the Internet network, access to the site may be interrupted or restricted at any time by a cause unrelated to Indigo. In this case, Indigo cannot be held liable.

Indigo shall also not be held liable in the event of interruption of access to the Platform due to maintenance operations, updates or technical improvements, or to change its content and/or presentation, as long as these interruptions do not exceed the usual practices in this area. In addition, Indigo may temporarily or permanently suspend access to the Platform and the service, in particular in the event of the termination by Indigo of the activity in question, or in the event of a judicial or amicable liquidation of the company; in the latter case, this contract shall be automatically terminated.

Indigo is not responsible for the content of third party websites to which hypertext links on the Platform refer.

ARTICLE 9 - Applicable law and competent jurisdiction

The GTU are governed by French law.

Any dispute will be referred to the competent French courts.