

GENERAL TERMS AND CONDITIONS OF USE OF THE INDIGO APPLICATION (Beta-Test Version)

Effective date: April 2, 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 Sèvres, 92100 Boulogne-Billancourt (below, « **Indigo** »).

Contact :

For any problem concerning the use of the Indigo Application or its operation, the User may contact Indigo at the following e-mail address: contact@indigo.world or by telephone on 09 72 31 55 86.

Indigo draws the User's attention to the fact that the Indigo Application is currently in the Beta-Test Version stage. In order to allow the evolution and development of the Indigo Application, Indigo may need to carry out operations to overhaul all the data stored on its server, which may result in the deletion of Users' personal information and Digos stored on the User's Account. By accepting these General Terms and Conditions of Use, the User understands that there is a risk of deletion of his/her Account data.

ARTICLE 1 - Définitions

Indigo app

Refers to the Indigo mobile application available on Android and iOS operating systems. It allows Users to carry out Exchanges.

Association

Refers to any association referenced on the Indigo Associations Platform. To consult the general terms and conditions of the Indigo Associations platform, please follow [this link](#).

Chat

Refers to an instant messaging service made available to Users of the Indigo Application and Associations. The Chat aims to simplify exchanges between Users, as well as between Users and Associations, 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 User, in particular, the identifier allowing access to the Indigo Application's services, but also the images posted by the User as well as the history of the ads he/she has published on the Indigo Application. A User's Account is public, except for the User's personal information. Associations and any other User of the Indigo Application can consult : the history of Collections, Associative Events, Exchanges made, ratings and evaluation comments, as well as the value of the User's GoodVibes coefficient.

Terms and Conditions of Use

Refers to these general terms and conditions of use of the Indigo Application.

Request

Refers to a need for an object or service expressed on the Indigo Application or the response to a proposal to make an object or service offer made on the Indigo Application.

Applicant

Refers to a User who has expressed a Request on the Indigo Application. The Applicant may also be a User who responds to an object or service proposal already online on the Indigo Application.

Digo

Refers to the unit value used to "remunerate" exchanges between Users of the Indigo Application. Users are free to spend the Digos they have at their disposal as they wish on the Indigo Application. They are free to estimate the value in Digo of the objects or services they put online on the Indigo Application. It is, therefore, a virtual reward that encourages exchange and can under no circumstances be used outside the Indigo Application. Each User can win 20 Digos for their first "free" offer of service or object. When this first exchange is validated, they will be credited to their 20 Digos Account. This credit is only granted once per Account.

Indigo reminds the User that the Indigo Application is currently in the Beta-Test Version stage. As such, if technical operations result in the loss of the User's Digos, the User may not blame Indigo for the loss of its Digos.

Exchange

Refers to the operation by which Users exchange objects or services following a Request made on the Indigo Application.

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 an 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 participants by a User in 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: name, username, and password chosen by the User and allowing him to create an Account to access the Indigo Application. To create an Account, a User can also use his Facebook profile. Some of the user's profile information (name, first name, email address, phone number, profile picture) is then communicated to Indigo so that the user's Account is synchronized at the same time as their Facebook account.

Bidder

Refers to the User who offers an object or service on the Indigo Application.

Offering

Refers to a proposal for an object or service put online by a User, with or without a counterpart in Digos.

Indigo Associations 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.

User

Refers to any person who has installed and used the Indigo Application, on a regular or occasional basis. To be able to use all the features of the Indigo Application, a User must create an Account. He must first check if he is eligible (see the registration conditions provided for in Article 6 of the GCU : *Access to the content of the Indigo Application*).

ARTICLE 2 - General presentation of the Indigo Application (Beta-Test Version)

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

The Indigo Application is an international collaborative platform, on which Users can offer their time to provide services or goods to other Users or Associations.

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

The Indigo Association 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.

Participation in Collections, Events and Exchanges 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 offense 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).

In exchange for their services and the objects they offer, Users are rewarded in Digos, the virtual currency that values generosity. These Digos allow them to obtain services or objects. It is also possible for a User to offer a service or object without asking for Digos in return.

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

The Indigo Application allows its Users to offer and benefit from services or objects without remuneration and on a non-professional basis. No services relating to regulated professions (such as doctor, pharmacist, lawyer, real estate agent, architect, etc.) may be offered or exchanged between Users.

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

The purpose of the TOS is to specify the conditions and rules governing the use of the Indigo Application. Users undertake to comply with the TOS. These are brought to the attention of Users for acceptance at the time of their registration on the Indigo Application. The T&Cs enforceable against Users are those in effect at the time of use of the Indigo Application, the completion of the Exchange, 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 Application or the Indigo Associations Platform.

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

The Indigo brand and all the components of the Indigo Application or Indigo Associations Platform, whether graphic, organizational or auditory, are the exclusive property of Indigo. The logos and symbols used on the Indigo Application or on the Indigo Associations Platform such as 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 TOS. The User who continues to use the Indigo Application after a minor modification of the T&Cs that does not alter the qualities or characteristics of its use is deemed to have accepted the new T&Cs.

Indigo informs the User of any substantial change to the TOS and the User will be asked to accept the new TOS.

ARTICLE 6 - Access to the content of the Indigo Application

6.1 Registration

The creation of an Account is considered valid once the User has completed the registration form and accepted the T&Cs. The T&Cs are an integral part of the registration form. Indigo reserves the right to refuse any application for registration, without giving any reason. By creating an Account, you warrant and confirm that :

you are over 18 years of age or have reached the age of majority in your country of residence if the legal age exceeds 18 years of age; if you are a minor, you confirm that you have obtained the express consent of your parent or legal representative ; if you are under 16 years of age, you may not use our services ;

you have the legal capacity to contract and to offer or request objects and services on a non-professional basis ;

you are entitled, as a non-professional, to acquire or offer the services and objects offered on the Indigo Application under all laws or regulations of your country of residence or that apply to you;

you guarantee that you will not offer any services related to regulated professions (such as doctor, pharmacist, lawyer, real estate agent, architect, etc.) ;

you will not transfer or give access to your Account to a third party ;

you are solely responsible for maintaining the confidentiality of your password.

If the User notices that his Account or that of another User is being used fraudulently, he undertakes to immediately notify Indigo.

Indigo reserves the right to object to the registration of a person who refuses to comply with the TOS.

you will not offer any services related to regulated professions (such as doctor, pharmacist, lawyer, real estate agent, architect, etc) ;

the information you have submitted to Indigo in the registration form is accurate, current and not misleading ;

you are entitled, as a non-professional, to acquire or offer the services and objects offered on the Indigo Application under all laws or regulations of your country of residence or that apply to you ;

you will not transfer or give access to your Account to a third party ;

you are solely responsible for maintaining the confidentiality of your password.

If the User notices that his Account or that of another User is being used fraudulently, he undertakes to immediately notify Indigo.

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

6.2 Exclusion of Users

If the User breaches the TOS, Indigo reserves the right to immediately terminate the activity of the User's Account and to terminate the User's Account, without prior notice.

ARTICLE 7 - Use of the Indigo Application

By using the Indigo Application, the User accepts the T&Cs. The User must not use the Indigo Application for any purpose other than those provided for in the T&Cs.

The use of the Indigo Application is under the control and sole responsibility of the User.

7.1 Search and Exchange of Objects or Services

When opening the Indigo Application, the User can look on the map to see the Requests and Offers located around him. Offers appear in blue and Requests in red. He can then specify

his needs through research. The Applicant must then specify the desired object or service or at least the category in which it falls. Filters allow him to refine his search by indicating the geographical perimeter within which the object or service is located or its value in Digos.

Once the search has been completed, the Applicant may contact the Offeror through the Chat. Chat allows Users to organize their meeting to conduct Exchanges in a real way.

The Offeror remains free to accept or not the Requests received concerning objects or services that it may have put online on the Indigo Application. In the case of a proposal for an object or service involving an exchange in Digos between two Users, the transfer of Digos from one Account to another is only made after confirmation by these two Users that the service has been rendered or that the object has been transferred. The counterpart in Digos is then made from the Applicant's Account to the Offeror's Account.

It is recalled that the Digo is not convertible into any real currency and has no monetary value. It can only be used on the Indigo Application.

It is impossible to have a Receivable Account in Digos. When a User has exhausted his Digos, he can no longer request objects or services for which a Digos counterpart is required. He can only solicit objects or services offered for no consideration until he acquires new Digos.

The agreement between Users is irrevocable. However, depending on the circumstances, it may be accepted that a service may eventually be cancelled. If, for objective reasons, it could not be carried out, the User who wishes to cancel must then specify to the aggrieved User the reasons justifying its cancellation. It is not technically possible for a Bidder to withdraw an Offer already validated with a User who has requested it if the Bidder has previously approved the exchange. In order to withdraw the Offer or Demand, Users may contact the support at this address: contact@indigo.world.

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

7.2 Publication of Offers and Requests

Any User may publish Offers and Requests for objects or services on the Indigo Application. The Offeror may specify its publications by discussing with interested Users via Chat. The User publishing an Offer or Request is invited to locate it geographically, in order to allow other Users of the Indigo Application in the surrounding area to refine their searches.

The publication of an Offer or Request for an object or service on the Indigo Application is free of charge.

It is possible for Users to access the history of their Offers and Demands on the Indigo Application. They are classified by publication date and activity and indicate whether they have been concluded or are still in progress.

7.3 Search for Collections and Associative Events

The Collections and Associative Events are published on the Indigo Application exclusively by the Associations and only via the Indigo Associations Platform.

When opening the Indigo Application, the User can see on the map which Collections and Associative Events are 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 or its value in GoodVibes.

Participation in Collections or Associative Events by Users on the Indigo Application is free of charge.

7.4 Participation in Collections or Associative Events

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 User or the Association wishing 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 a User's or Association's Account in the event of repeated cancellations on its part.

7.5 User and Association Evaluations

Between Users. In order to guarantee a follow-up of the services provided, Users must evaluate the Exchanges they have received from other Users. The rating is based on a scale from 1 to 5 stars. The rating of a User may be accompanied by comments describing the characteristics and quality of the goods and/or services from which he has benefited. In return for the filing of an assessment comment, the User increases his GoodVibes coefficient.

Between Associations and Users. In order to ensure a follow-up of the services provided by Users, Associations must evaluate Users' 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 must evaluate the organization of the Associations for the Collections and Associative Events in which they have participated. The rating is on a scale from 1 to 5 stars and may be accompanied by 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 coefficient. A User's profile indicates the comments of appreciation left by other Users and Associations, as well as the ratings assigned to it. Feedback comments remain on the User's profile, unless the User deletes his Account or reports a notice that does not comply with the TOS. 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 T&Cs is available in the vicinity of the appraisal comment posted on a User's or Association's profile.

7.5 Common rules for Offers, Requests, Collections and Associative Events

Indigo is not a party in the relationship between the Applicants and the Bidders. Indigo does not transfer ownership of the exchanged items from the Offeror to the Applicant under any circumstances.

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

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

Users and Associations are responsible for the accuracy of the information provided on the Indigo Application. Any User or Association who notices on the Indigo Application facts constituting an offence of identity theft must inform Indigo.

All publications of illegal Offers, Requests, Collections or Associative Events are prohibited, in particular those concerning non-commercial products contrary to public order and morality (e.g. weapons, drugs, elements and products of the human body, etc.). Thus, the publication

of Offers, Requests, Collections or Associative Events for which the User or the Association, as the case may be, does not hold all the rights is prohibited.

Users and Associations must ensure that they have all the necessary rights to publish photographs on their Account, on the publication of an Offer, a Request, a Collection or an Association Event.

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

Users and Associations refrain from making defamatory, aggressive, threatening, discriminatory, xenophobic, racist, anti-Semitic or pornographic statements, whether on their Account, when publishing an Offer, a Request, a Collection or an Associative Event or on the Chat.

Users and 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 set 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 User who does not comply with the provisions of the T&Cs or the legal or regulatory obligations shall be definitively closed his Account.

Indigo is also entitled to take legal action against the User or the Association that makes fraudulent use of the Indigo Application.

It is recalled that each User undertakes to have only one single Account. No identity theft can be tolerated when registering on the Indigo Application.

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

The use of the Indigo Application is prohibited :

minors under 16 years of age. However, a minor under 16 years of age may use the Indigo Application as long as he has obtained prior authorization from his legal representative. The registration of a legal person should only be undertaken by a natural person authorised to represent it, who should be appointed. Indigo declines all responsibility in the event that a minor lies to register ;

Users suspended for having previously violated the Indigo Application's TOS and/or been permanently suspended;

legal persons whose sole purpose is professional ;

natural persons whose sole purpose is professional ;

legal persons seeking to save money at the expense of other members;
to persons offering services or objects contrary to the law, regulations, morality, public order or the GCU.

Indigo sets up an alert procedure allowing Users to report acts contrary to the TOS to the moderators. 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 Application

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

8.2 Responsibility of Users and Associations

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

Indigo cannot be held liable in any way during an Exchange, during the organization and conduct of a Collection, or during the organization 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 Offers, Requests, Collections and Associative Events. Indigo cannot therefore be held responsible for the quality of the service provided or the goods delivered.

Indigo may not be held liable or sought for any accident occurring in the handling of an object offered on the Indigo Application, or in the delivery of a good, the performance of a service, the organization and conduct of a Collection or an Associative Event. Consequently, the use of the Indigo Application is at the User's and the Association's own risk. It is therefore up to the User and the Association to take the necessary precautions and to ensure the reliability of their interlocutor.

Any User who renders a service and any Association undertakes to be covered by an insurance policy covering his or her liability in the event of damage for which he or she may be the cause during the handling of an object offered on the Indigo Application, the delivery

of a good, the performance of a service, the organization and conduct of a Collection and/or the organization and conduct of an Associative 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 Users and Associations to choose the time and place of their Associative Events, Collections or Exchanges. Users and Associations are solely responsible for their meetings and transactions. Indigo shall not be liable for any damage arising from the execution of an Exchange, Collection or Associative Event.

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 Application

Due to the particular nature of the Internet network, access to the Indigo Application may be interrupted or restricted at any time by a cause outside 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 Indigo Application due to maintenance, 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 Indigo Application and the service, in particular in the event of the termination by Indigo of the activity in question, or in the event of the judicial or out-of-court liquidation of Indigo; 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 Indigo Application refer.

8.5 Reminder of the provisions of the Civil Code relating to barter and exchange

Article 1702 : « *An exchange is a contract by which the parties respectively give one thing for another" (here an object or service for "Digos")* ».

Article 1703 : « *The exchange shall take place by consent alone, in the same manner as the sale* ».

Article 1704 : « *If one of the co-performers has already received the thing to be given to him in exchange, and then proves that the other contracting party does not own the thing, he cannot be forced to deliver the one he promised in exchange, but only to return the one he received* ».

Article 1705 : « *A co-permanent who is removed from the thing he received in exchange, has the option of claiming damages, or repeating his thing* ».

Article 1706 : « *Rescission due to injury does not take place in the exchange contract* ».

Article 1707 : « *All other rules prescribed for the contract of sale shall apply to the exchange*».

Article 1934 : « *The depositary from whom the thing has been removed by force majeure and who has received a prize or something in lieu thereof, shall return what he has received in exchange* ».

Indigo cannot be held responsible for a breach of the Civil Code.

Anyone who contravenes these articles and the French legislation in force may be prosecuted.

« Force majeure » is defined as an event that is insurmountable, unforeseen and beyond a person's control.

With respect to Indigo, force majeure refers to an event that is insurmountable, unforeseen and beyond Indigo's control, which would prevent it from ensuring the proper functioning of the Indigo Application and exchanges between Users, and between Users and Associations, or which could even cause them to fail.

ARTICLE 9 - Applicable law and competent jurisdiction

The T&Cs are governed by French law.

Any dispute will be referred to the competent French courts.