

TERMS OF SERVICE OF INDIGO APPLICATION

Effective date: 22 July 2020

Indigo is a simplified joint stock company, 12,828.12€ in capital, registered with the Nanterre Trade and Companies Registry under number 843 148 800, whose registered office is located at 18 rue de l'ancienne Mairie, 92100 Boulogne-Billancourt (hereinafter, "**Indigo**").

Contact:

For any problems regarding the use of the Indigo Application or its operation the User may contact Indigo at the following email address: help@indigo.world.

ARTICLE 1 – Definitions

Indigo Application

Refers to the Indigo mobile application available for Android, iOS and WEB operating systems and available for download from the Apple Store and Google Play. It allows Users to carry out Exchanges.

Association

Refers to a type of Page created by the legal representative of an association subject to the law of 1901 (or any other person duly authorized to do so), legally constituted, using the Indigo Application for their own account and for non-professional purposes. Associations constitute a special category of User. These particular users are identified by Pages.

Property

Refers to the objects requested or proposed by a User in the context of a Request or Offer on the Indigo Application.

Points of interest

Refers to groups of categories of Objects and Services filled in by the User and allowing him to receive suggested announcements with regard to the criteria filled in.

Chat

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

Clients

Refers to any person who has entered into a service agreement with Indigo for the use of the Indigo Application or Dashboard.

Account

Refers to the account that must be created by Users, which is mandatory for the use of the Indigo Application. The Account gathers all the data relating to the User allowing access to the services of the Indigo Application.

Terms of Use

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

Dashboard

Refers to an interface reserved for Indigo customers allowing them to view certain information relating to Exchanges made by Users of the Indigo Application.

Request

Refers to a need for an Object or a Service expressed on the Indigo Application by a User or the response to a proposal for the provision of an Object or Service made on the Indigo Application by a User.

Requester

Refers to a User who has made a Request on the Indigo Application. The Requester may also be a User who responds to an Object or Service proposal already online on the Indigo Application.

Company

Refers to a type of Page created by the legal representative (or any other person duly authorized to do so) of a legally constituted private law legal entity using the Indigo Application for non-professional purposes. Companies are a special category of User. These particular Users are identified by Pages.

Exchange

Refers to the operation by which Users exchange Objects or Services following a Request or Offer made on the Indigo Application.

Login details

Refers to the following information: name, nickname, and password chosen by the User, allowing the User to create an Account to access the Indigo Application. To create an Account, a User may also use his or her Facebook profile. Certain profile information (first name, last name, email address, telephone number, profile picture) is then communicated to Indigo so that the User's Account can be synchronised with their Facebook account.

Page Identifiers

Refers to the following information : IDs and passwords chosen by the Page administrator, which allows him/her to add other Page administrators.

Giver

Refers to the User or the Page which offers an Object or a Service on the Indigo Application. Désigne l'Utilisateur ou la Page qui propose un Bien ou un Service sur l'Application Indigo.

Offer

Refers to a proposal for an Object or a Service online by a User or a Page on the Indigo Application

Public Organization

Refers to a type of Page created by the legal representative (or any other person duly authorised for this purpose) of a legal entity under public law using the Indigo Application for its own account and for non-professional purposes.

Page

Refers to a Page of a profile corresponding to a Public Body, an Association or a Company or any other type of organisation created by the legal representative (or any other person duly authorised for this purpose) of this entity and on its behalf.

Service

Refers to the Service(s) requested or offered by a User as part of a Request or Offer on the Indigo Application.

User

Refers to any individual, Company, Association, Public Body or any other registered entity with an Account or a Page and using the Indigo Application, on a regular or occasional basis, in a non-professional capacity.

In order to be able to use the full functionality of the Indigo Application, a User must create an Account. Before doing so, the User must first check whether he or she is eligible (see the registration conditions set out in Article 6 of the Terms of Service: *Access to the content of the Indigo Application*).

ARTICLE 2 – General presentation of the Indigo Application

The primary goal of Indigo is to promote social mutual aid and the daily re-use of Objects or Services through the Indigo Application.

The Indigo Application is a collaborative platform, on which Users can volunteer their time to provide Services or offer Objects to other Users.

To this end, the Application offers various functionalities (see Article 7 of the Terms of Service).

Associations may request or offer Objects or Services free of charge.

Companies can offer Objects free of charge

Public Bodies can offer Objects or Services.

Participation in Exchanges for all Users (including Associations, Companies, Public Bodies and/or any other entity) is carried out in a non-professional capacity, and under no circumstances in a professional capacity.

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 2 years' imprisonment and a fine of 300,000 euros for natural persons and 1,500,000 euros for legal entities, which may be increased to 10% of the average annual turnover, calculated on the last three annual turnover figures, or to 50% of the expenses incurred in carrying out the advertising or the disputed practice. (Articles L. 121-4 21° and L. 132-2 of the Consumer Code).

The Indigo Application allows its Users, depending on the categories concerned, to offer and benefit from Services or Assets, free of charge, without payment of money and on a non-professional basis. No Services belonging to a regulated profession (such as doctor, pharmacist, lawyer, real estate agent, architect, etc.) may be offered or exchanged between Users.

ARTICLE 3 – Acceptance, enforceability and modifications of the Terms of Service

The purpose of the Terms of Service is to specify the terms and conditions and rules that govern the use of the Indigo Application and Dashboard. Users agree to abide by the Terms of Service. The Terms of Service are made known to Users for acceptance when they register on the Indigo Application and are also available on the Indigo website at the following address [https://assets.indigo.world/website/cgu_indigo_en_v2.pdf]. The Terms of Service that are enforceable against Users are those in force at the time of use of the Indigo Application and Dashboard and at the time of the completion of the Exchange.

These Terms of Service express the entire agreement between the User and Indigo relating to the use of the Indigo Application and Dashboard.

ARTICLE 4 – Intellectual Property

The Indigo trademark is registered at the INPI in the name of Indigo under the number 18018176.

Any fraudulent use of this trademark may be subject to legal action. The same protection extends to the unauthorized reproduction of the brand's derivatives, graphic charter, logos, typos, and any other elements attached to the Indigo Application.

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

The Indigo trademark and all elements of the Indigo Application, whether graphic, organizational, or auditory, are the exclusive property of Indigo. The logos and symbols used on the Indigo Application such as the entire graphic design may not be reproduced in any way without prior reference to Indigo. Any reproduction of these elements without prior authorisation, may constitute an act of counterfeiting.

ARTICLE 5 – Modifications of the Terms of Use

Indigo is free to change the Terms of Service. The User will continue his or her use of the Indigo Application after a minor change in the Terms of Service, which doesn't alter the qualities or characteristics of its use, is deemed to have accepted the news Terms of Service.

Indigo inform the User of any substantial change in the Terms of Service, and the User will be invited to accept the new Terms of Service.

ARTICLE 6 – Access to the content of the Indigo Application

6.1 Registration

The creation of an Account or a Page is considered valid once the User has completed the registration form and accepted the Terms of Service. The Terms of Service are an integral part of the registration form. Indigo reserves the right to refuse any registration request without giving any reason.

By creating an Account or Page, you warrant and confirm that :

- You are over 18 years old, or have reached the age of majority in your country of residence ; if you are a minor, you confirm that you have obtained the express agreement of your parent or legal representative ;
- You have the legal capacity to contract and to offer or request Objects and Services **on a non-professional basis** ;
- You will not offer any Services relating to regulated professions (such as doctor, pharmacist, lawyer, real estate agent, architect, etc.) ;
- The information you have submitted to Indigo as part of the registration form is accurate, current and not misleading ;
- In the case of an Association, Company, Public Body or any other entity, you are the legal representative of the entity or duly authorised to register the entity on the Indigo Application ;
- You are acting in a non-professional capacity on the Indigo Application and are acting in compliance with the legal provisions and obligations that are specific to you ;

- You have all the necessary authorisations (in particular insurance, administrative authorization, etc.) to propose/realise the Offer or the Request ;
- 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 ;
- You undertake not to create or use, under your own identity or one of a third party, any Accounts or Pages other than the one initially created.

If the User becomes aware his or her Account or that of another User is being used fraudulently, he or she undertakes to alert Indigo immediately.

Indigo reserves the right to object to the registration of any person who refuses to comply with the Terms of Service.

Users are free to delete their Account in the Indigo Application setting at any time.

6.2 Individuals account

The public account of a natural person User contains the following information : surname, first name, profile photo and other shared photos, number of people helped, weight of Objects exchange, CO2 emissions avoided thanks to the Exchanges, experience (number of Exchanges carried out via the Indigo Application, notices left by other Users relating to an Exchange, notices left by other Users about the User himself/herself), Subscribers and Subscriptions, text describing the reasons that led to registration on the Indigo Application (optional), text describing the User (optional) and announcements posted by the User.

6.3 Pages

The public account of a Page contains the following information : type of entity, name of the Page, profile photos, city and country, number of Exchanges made via Indigo Application, number of recommendations or non-recommendations, personal opinions and opinions relating to an Exchange, date of creation of the account, number of subscribers and persons tracked, website, description text of the Page (optional), description text of the reasons that led to the registration on the Indigo Application (optional) and announcements of Offers and Requests for Objects or Services posted by the Page.

6.4 Exclusion of Users – suspension of an Account or a Page

If the User or the Page fails to comply with the Terms of Service, Indigo reserves the right to immediately cease activity on the User's Account or Page and terminate the User's Account or Page without prior notice to the User.

Indigo may need to temporarily suspend access to a User Account or Page for security reasons.

ARTICLE 7 – Use of the Indigo Application

By using the Indigo Application, the User agrees to the Terms of Service. The User must not use the Indigo Application for any purpose other than as set out in the Terms of Service.

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

Indigo informs Users that it is their responsibility to check that they have all the necessary personal and/or legal authorisations (including insurance, administrative authorisation, etc.) in order to use the services offered as part of the Indigo Application. Indigo shall not be held liable in the event that a User makes use of the Indigo Application in a way that is contrary to the legal provisions of the Indigo Application.

Exchanges are free of charge.

7.1 Search and Exchange of Objects or Services

When opening the Indigo Application, the User can look at the lists to see which Demands and Offers are located around them. Users also have access to a map on which Offers appear in blue and Requests appear in red. They can then specify their needs by means of a search. 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, the category or the type of advertisement (Offers of Object and Services, Requests for Objects and Services).

Once the search has been completed, the Applicant can contact the Offeror via Chat. The Chat allows Users to arrange their meeting to make real Exchanges.

The Offeror shall remain free to accept or not accept Requests that it receives concerning Objects or Services that it may have posted on the Indigo Application. In the case of an Offer of Objects or Services by a User, the Offeror may reserve the Objects or Services for another User (the Applicant). Both Offeror and Applicant have the possibility to cancel the agreed reservation at any time.

In the case of an advert creation type Request by a User. Both the User who published the advert and the User who responds to this request have the possibility to cancel the Exchange at any time.

A User who has created a Request advert may declare that he or she has received the Object or Service from another User.

A User who has published an Offer for an Object or Service may declare that he has given the Object or Service to another User.

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 wished to cancel must then specify to the injured User, the reasons justifying its cancellation. It is technically possible for an Offeror to withdraw or delete an Offer already granted to a User who has requested it.

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

In the search page, a User can choose to define his or her Areas of Interest in order to have adverts suggested to him or her with regard to these Areas of Interest.

The User or the Page acknowledges that it is solely responsible for the content of the published Offer or Request. Consequently, the User or the Page declares and guarantees the accuracy and truthfulness of any information contained in the advertisement.

7.2 Publication of Offers and Requests

Any User may post Offers and Requests for Objects or Services on the Indigo Application. The Offeror may clarify its posts by chatting with interested Users. The User publishing an Offer or Request is invited to locate the Offer or Request geographically, in order to allow other Users of the Indigo Application in the vicinity to refine their search. The advertisement will appear on the map within 500 metres of the indicated address.

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

Indigo informs Users that the ranking of Offers or Services visible on the Application is by default based on the geographical perimeter around the User. Offers and Services are not referenced on the basis of capital criteria, any remuneration received by Indigo, various contractual criteria between Users and Indigo, or favoured by a special package (such as a premium account).

It is possible for the Users to access the history of their Offers and Requests on the Indigo Application in archived messages.

7.3 User and Page Reviews

Between Users.

1. **Within the framework of an Exchange.** In order to guarantee a follow-up of the services rendered, Users may leave an opinion on the Exchanges from which they have benefited on behalf of other Users. The opinion takes the form of a recommendation or non-recommendation at the end of an Exchange. A User's opinion may be accompanied by comments and assessments describing the

characteristics and quality of the Objects and/or Services from which he has benefited. In the event that a User does not recommend the other User, he must accompany this notice with a written comment justifying his choice not to recommend. All Users have the opportunity to respond to notices left following an Exchange. All notices are public and are recorded in the public profile of the Users involved in the Exchange. The notices given must in no case contain defamatory and/or insulting comments between Users.

2. **Outside the framework of an Exchange.** The purpose of the personal notice (outside the framework of the Exchange) is to leave a comment on a User's profile. The opinion takes the form of a recommendation or non-recommendation on this profile. A User's opinion may be accompanied by comments and assessments concerning the other User. In the event that a User does not recommend the other User, he or she must accompany this opinion with a written comment justifying his or her choice not to recommend. All Users have the opportunity to respond to personal opinions left by another User. All notices are public and are recorded in the public profile of the Users concerned. The opinions given must not under any circumstances contain defamatory and/or insulting comments between Users.

Between Pages and Users. The evaluation system for Exchanges and Personal Notices respects the same operation as between Users, as defined in points 1 and 2 above.

Feedback and User profile. Feedback will remain on the User's profile or Page unless the User deletes his or her Account or reports a non-compliance with the Terms of Service by contacting Indigo through the Indigo Application Help Centre. Feedback comments are posted immediately, and no control or moderation is exercised by Indigo prior to posting. Indigo reserves the right to determine whether a comment complies with the Terms of Service.

7.4 Common rules for Offers and Requests

Indigo is not a party in the relationship between Applicants and Offerors. Indigo does not in any way transfer ownership of the Exchanged Objects from the Offeror to the Applicant.

Indigo is not a party in the relationship between Pages and Users. Indigo does not in any way transfer ownership of the Goods exchanged in the relationship between Users and Pages.

7.5 Rules of moderation

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

Users and Pages are responsible for the accuracy of the information provided on the Indigo Application. Any User or Page that finds facts on the Indigo Application that constitute the crime of identity theft must inform Indigo.

All publications of Illegal Offers or Demands are prohibited, in particular those concerning non-commercial products that are contrary to public order and morality (e.g. weapons, drugs, elements and products of the human body, prostitution etc.). Furthermore, the publication of Offers and Requests for which the User or the Pages, as the case may be, do not hold the full rights to the Goods that are the subject of the Exchange is also prohibited.

Users and Pages must ensure that they have all the necessary rights for the publication of photographs in their Account, for the publication of an Offer or a Request. The photographs published must not in any way contain images of a defamatory, aggressive, threatening, discriminatory, xenophobic, racist, anti-Semitic or pornographic nature.

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

Users and Pages are prohibited from making defamatory, aggressive, threatening, discriminatory, xenophobic, racist, anti-Semitic, or pornographic comments, whether on their Account when publishing an Offer or a Request or on the Chat.

Users and the Pages 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 whose conditions of attribution are set by the public authority. It should be noted that these acts constitute an offence punishable under Article 433-17 of the French Penal Code by one year's imprisonment and a fine of 15,000 euros.

Any User who disregards the provisions of the Terms of Service or the legal or regulatory obligations incurs the permanent closure of his or her Account.

Indigo also has the right to take legal action against the User or Pages that make fraudulent use of the Indigo Application.

It is reminded that each User undertakes to have only one unique Account. No impersonation 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 email address: help@indigo.world. The protocol to be followed will then be indicated to him/her by our teams.

The use of the Indigo Application is prohibited :

- To minors under the age of 18. Nevertheless, a minor may use the Indigo Application if he or she has obtained prior authorization from his or her legal representative. Indigo shall not be liable in the event of registration of a minor in contradiction with the terms and conditions of these Terms of Service;
- The registration of an Association, a Company, a Public Body or other entity, can only be carried out by its legal representative or any other person duly authorised for this purpose.

- Users suspended for having previously disregarded the Terms of Service of the Indigo Application and/or having been permanently suspended.
- Legal persons whose sole purpose is professional ;
- Legal persons whose sole purpose is professional ;
- Legal persons offering Services or Objects that are contrary to the law, regulations, good morals, public order, or the Terms of Service.

Indigo met en place une procédure d'alerte permettant aux Utilisateurs de signaler aux modérateurs, les actes contraires aux CGU. À cette fin, tout Utilisateur pourra signaler un abus à travers le mécanisme de signalement, accessible directement dans l'Application Indigo (dans la messagerie, le profil Utilisateur ou dans les annonces) ou dans la rubrique "Centre d'aide".

ARTICLE 8 – Responsibilities

8.1 Indigo Application Status

Indigo hosts the content of adverts posted by Users and Pages (images, text, descriptions, etc...). The Indigo Application is an electronic platform made available to Users and Pages, enabling them to be connected to other Users or Pages as the case may be. Indigo acts as a host in the sense of article 6 of the French law of 21 June 2004 for confidence in the digital economy, the role of which is to offer access to communication services to the online public and Indigo is not a content publisher.

8.2 Responsibilities of Indigo, Users and Pages

Indigo has no control over the accuracy, quality, legality, or security of the adverts posted by Users and Pages. Indigo does not guarantee the truthfulness or accuracy of the advert posted. Insofar as Indigo is not involved in the transaction, it cannot guarantee that a User or a Page will conclude the transaction it has posted on the Indigo Application.

Indigo shall not be liable in the event that a User uses the Indigo in breach of his or her legal obligations.

Indigo does not verify the truthfulness of the information provided by Users or the Pages and accepts no responsibility for the inaccuracy, inadequacy, or illegality of such information. In no event shall Indigo be liable for any data, information and/or content provided by a User or Page, whether or not publicly available, for the lack of accuracy of such data, information or content, for any errors or omissions therein, or for any damages arising from the use of any content provided by a User or Page, whether or not posted or transmitted by email or otherwise, via the Indigo Application. Indigo has no general obligation to monitor the data and content provided by Users or Pages or to remove any content that does not appear to be patently illegal, notwithstanding its posting. Indigo shall in no way be held liable for any consequences that may arise during or after meetings or contacts between several Users, or not, or between Users and Pages, as a result of the use of the Indigo Application.

Indigo shall not be liable in any way whatsoever in the event of an Exchange. As such, no compensation can be claimed. Indigo shall not be liable for the failure of either party. Indigo cannot guarantee the conformity of Offers or Requests. Indigo cannot therefore be held responsible for the quality of the service provided or the goods delivered.

Indigo's liability shall not be engaged or pursued in the event of an accident occurring in the handling of an Object offered on the Indigo Application, nor during the delivery of an Object, nor during the execution of a Service. Consequently, the use of the Indigo Application is at the risk of the User and the Pages. It is therefore up to the User and the Page to take the necessary precautions and to ensure the reliability of its interlocutor.

Any User who provides a Service and any Page undertakes to be covered by an insurance policy covering his or her liability in the event of damage that he or she may cause during the handling of an Object offered on the Indigo Application, the delivery of an Object or the performance of a Service.

The User offering to another User or to a Page a Service that includes travel by motor vehicle requiring a driver's licence undertakes to confirm the possession of a valid licence adapted to the type of vehicle in question. Indigo shall not be liable for any failure to do so. In addition, the User or the Page also agrees to have an insurance policy on the said vehicle.

Indigo leaves it to the full discretion of the Users and the Pages/Organisations to choose the time and place of their Exchanges. Users and Pages/Organisations are solely responsible for their meetings and transactions. Indigo shall not be liable for any damages that may arise during the course of an Exchange.

Indigo shall not be liable in the event of misuse of the Indigo Application by the User, or if the User's login details are stolen or compromised.

Furthermore, Indigo can't be held responsible for :

- The content of the Identifying Data and Personal Data ;
- Total or partial non-compliance with an obligation and/or failure of the operators of the social network through which the User has connected his profile to the Indigo Application ;
- Total or partial non-compliance with an obligation and/or failure of the operators of the transport networks to the Internet world and in particular its access provider(s).

Indigo shall only be liable in the event of a proven fault on the part of the User resulting from a breach of its contractual obligations as defined herein and only in respect of direct damage suffered by the User.

8.3 Responsibility of Users and Pages

When using the Indigo Application, Users act their sole and entire responsibility, in particular in accordance with the provisions of the Civil Code relating to the law of obligations and contractual civil liability (Article 1101 et seq. Of the French Civil Code).

Furthermore, Indigo reminds Users acting in a non-professional capacity, the Exchanges are thus not subject to any withdrawal period, which is a legal guarantee of conformity.

The User is responsible for any Offer and/or Request he or she published on the Indigo Application. He shall only publish Offers and/or Request. He shall refrain from disseminating information of a defamatory nature and in general any content contrary to the purpose of the Indigo Application. It undertakes not to disseminate content or information containing links to sites that are illegal and/or not in accordance with the purpose of the Indigo Application.

The User is fully responsible for the use of the Indigo Application, for the content of the Identification Data he or she provides, for the information transmitted, distributed or collected, for its use and updating, as well as for all files, in particular address files.

Each User undertakes in particular :

- To check the accuracy of the information transmitted
- To refrain from making any alteration, reproduction, correction, arrangement, modification or distribution of the Indigo Application;
- To check the conformity of its data with the legislation and the rights of possible third parties, to obtain alone all the necessary authorizations.

The User undertakes in particular to respect the rights of third parties, personality rights, intellectual property rights such as copyrights, patent or trademark rights. Consequently, Indigo shall not be held liable for the content of the information transmitted, distributed or collected, for its use and updating, or for any files, in particular address files, for any reason whatsoever.

The User alone shall bear the consequences of any malfunctioning of the Mobile Application resulting from any person to whom the User has provided his or her password(s). Similarly, the User alone shall bear the consequences of the loss of the aforementioned password(s).

8.4 Accessibility to the Indigo Application

Due to the special nature of the Internet, access to the Indigo Application may be interrupted or restricted at any time by a cause beyond Indigo's control. In this case, Indigo cannot be held liable.

Indigo shall also not be liable for any interruption of access to the Indigo Application due to maintenance, updates, or technical improvements, or for changes to its content and/or presentation, provided that such interruptions do not exceed customary practice. In addition, Indigo may temporarily or permanently interrupt access to the Indigo Application and the service, in particular in the event that Indigo ceases the activity in question, or in event of Indigo being wound up by court order or amicable settlement; in the latter cases, this contract will be terminated by operation of law.

Indigo is not responsible for the content of third party websites to which hyperlinks on the Indigo Application refer.

8.5 Nature of the contract concluded between Users

The contracts concluded between Users for Offers and Requests may be :

- Or an exchange contract when the Users respectively give one thing for another (Article 1702 and following of the French Civil Code) ;
- Or a liberality when a User gives a good for free without obtaining anything else in return from another User (article 893 et seq. of the French Civil Code).

Indigo could not be held responsible for a breach of the French Civil Code

Anyone contravening these articles and the French legislation in force is liable to prosecution.

“Major Force” is defined as an event that is insurmountable, unforeseen, and beyond a person’s control.

For Indigo, major force is defined as an event that is insurmountable, unforeseen and beyond Indigo’s control that would prevent Indigo from being able to ensure the proper functioning of the Indigo Application and Exchanges between Users and between Users and the Pages, or that could even result in the failure of the Pages.

ARTICLE 9 – Personal Data

Indigo is concerned about the protection of User’s personal data and is committed to ensuring the highest level of protection for personal data in accordance with the EU Regulation 2016/679 General Regulation on Data Protection (“GDR”) and Law No. 78-17 of 6 January 1978 as amended (together, the “Data Protection Regulation”).

To learn more about Indigo’s privacy policy and the rights you can exercise, please refer to the Privacy Policy available at the following address :
[\[https://assets.indigo.world/website/privacy_policy_indigo_en_v2.pdf\]](https://assets.indigo.world/website/privacy_policy_indigo_en_v2.pdf)

ARTICLE 10 – Evidence

The computerized registers, kept in the computer systems of Indigo and its service providers under reasonable conditions of security, will be considered as proof of communications and payments between the parties. Consequently, unless a serious and manifest error by Indigo

is proven by the User, the User will not be able to contest the admissibility, validity or probative value of the information in electronic format or medium from Indigo's computer systems on the basis of any legal provision whatsoever specifying that certain documents must be written or signed in order to constitute proof.

ARTICLE 11 - Applicable law and jurisdiction

The Terms of Service are governed by French Law.

Any dispute will fall under the jurisdiction of the competent French courts.

The User may also submit, where appropriate, any complaints relating to the Application, on the dispute resolution platform put online by the European Commission accessible [here](#). The European Commission will forward complaint to the competent national mediators. In accordance with the rules applicable to mediation, to have previously notified Indigo in writing of any dispute in order to obtain an amicable solution.

In accordance with the articles of the consumer code L.611-1 and following, it is provided that for any dispute of a contractual nature that could not be resolved in the context of a complaint previously submitted to our consumer service, the User, in his capacity as a consumer, may, free of charge, have recourse to mediation by contacting the National Association of Mediators (NAM) either by letter to 62, rue Tiquetonne, 75002 Paris, or by email by filling in the online complaint form at the following address : www.anm-conso.com