

TERMS OF SERVICE AGREEMENT

ARTICLE 1 - EDITOR OF THE MORELOV.COM WEBSITE:

The current terms of service of the Morelov.com website (hereafter named "the website ") apply to the entirety of your relations with this website editor: KIND REGARDS, S.A.S variable capital stock, registered in Marseille (France) trade and companies register under the SIRET number 815023015 00010, address: 4 rue de l'hôtel-Dieu – 13002 Marseille

ARTICLE 2 – INFORMATION:

*** We draw your attention on the fact that this present translation is only proposed in order to facilitate the document's understanding for English language users, and has no legal value. The present terms of service are subject to the French law, as specified in the article 17.1 of the present terms of service.**

2.1 Intellectual property rights:

The whole editorial content, computer, commercial, pictures and illustrations of the website and the MORELOV application are protected by the French legislation and the international treaties (Berne Convention, intellectual property Code book I). They cannot be copied, duplicated without the express permission of Kind Regards. The reutilization of the editorial content, the website, the technology, its offers and/or the MORELOV CHALLENGE, for any purpose, is strictly forbidden. However, the diffusion of information contained in the website or the application is possible for non-commercial uses, but only with KIND REGARDS consent, subject to condition that they are not modified. These reproduction authorizations are delivered on a case-by-case basis. Please send your requests to contact@morelov.com

2.2- Concerning the MORELOV CHALLENGE:

Any participation in the MORELOV CHALLENGE presented on the www.morelov.com website implies full and unconditional acceptance of the present terms of service, which will legally prevail upon any other document which would not have been agreed upon and endorsed by KIND REGARDS Company.

You explicitly accept to be compelled by the present terms of service as soon as the finalization of the registration process to the MORELOV CHALLENGE is completed, following the "double-click*" process:

* 1st click: enabling your registration pre-validation to the MORELOV CHALLENGE.

* 2nd click: upon receipt of the mail confirming the validation of your participation to the MORELOV CHALLENGE. The above mentioned mail will be sent by the KIND REGARDS Company and will include a duplicate of the present terms of service, a copyright assignment contract as well as a link allowing your account activation and testifying of your will to participate to the MORELOV CHALLENGE.

We invite you to read carefully the present terms of service. They legally define your rights and obligations for your participation to the MORELOV CHALLENGE.

You declare without any restriction:

- that you mandate the KIND REGARDS Company to expose and propose your creations to its customers;
- that you promise to give your operating rights upon your creations as soon as you validate your participation to the KIND REGARDS MORELOV CHALLENGE, in accordance with our copyright assignment contract terms.
- that no legal constraint prevents you in any way from participating in the MORELOV CHALLENGE whose organization is entrusted to the KIND REGARDS Company;
- that you will be bound by secrecy and confidentiality upon the creations for which you KIND REGARDS during your participation to the MORELOV CHALLENGE;

KIND REGARDS reserves the right, at any time, to review its terms of service. A mail enclosing rectification of the terms of service will be sent to you for notification. If you do not claim objection within a fifteen calendar days following the reception of this mail, you will be supposed to have approved these new terms of service.

The present terms of service of the KIND REGARDS Company legally determine the participation conditions to the MORELOV CHALLENGE, we ask you to stop your participatory action if you don't fully approve of their modalities.

ARTICLE 3 – MORELOV CHALLENGE PRESENTATION:

KIND REGARDS is a creation Company which guarantees to its customers a level of excellence. MORELOV is a jewelry brand represented by the KIND REGARDS Company. MORELOV has its own creation and style office as well as its own product lines, but concerned in making new creators emerge and promoting them, MORELOV organize the MORELOV CHALLENGE through the KIND REGARDS Company.

Thus the creators collective increases ad up and boosts the innovation and perfection process, which is the essence of the MORELOV brand. In this context independent designers all over the world, international design and creation schools will have a showcase and expression place from where they will be able to freely participate (following their creations validation) and thus contribute to develop their notoriety and satisfy requests of innovation, originality, authenticity and excellency from customers of the MORELOV brand.

Relations between KIND REGARDS and the customers who wish to acquire its products are governed and regulated by the terms and conditions of sale of the www.morelov.com website.

Relations between KIND REGARDS and the designers and creators participating to the MORELOV CHALLENGE, are governed and regulated by the present terms of service.

ARTICLE 4 - MORELOV CHALLENGE PARTICIPATION:

4.1 – Participation:

The access to the MORELOV CHALLENGE is free for every designer, creative, legal person, design and/or dress-designing students; under the condition of technical and aesthetic validation by the KIND REGARDS Company.

The participation to the MORELOV CHALLENGE is strictly open only to natural person having a full legal ability to contract, and to legal person represented by a natural person having the capacity and the compulsory legal right for this representation. Only one registration is permitted per legal person or per natural person associated to a single postal address.

4.2 – Registration:

For your registration it is imperative to submit to the following conditions:

- to provide and complete the whole fields and supportive documentations requested on the MORELOV.COM website, CHALLENGE section;
- to accept the terms of service and the copyright assignment contract (keeping a downloadable format PDF copy during the participation process);
- to control the information accuracy during your registration;
- to manifest your willingness to participate in the MORELOV CHALLENGE by clicking on the "registration" button in the challenge page on the morelov.com website.

4.3 - Validation constituting consent to conform to the terms of service during the registration:

At the end of the registration process, the KIND REGARDS Company will send you a mail with a link, which you will need to click on in order to validate your participation to the MORELOV CHALLENGE. The click on the above mentioned link will definitively ratify the creation of your account.

This second click will confirm your will to register and your definitive consent to conform yourself:

- to the present terms of service, particularly to the article 6: presentation mandate of creative propositions. And to the article 7: transfer undertakings concerning creation exploitation rights and transfer concerning creation exploitation rights;
- to the copyright assignment contract.

4.4 – Archiving:

The KIND REGARDS Company keeps the information contained in the participation forms and in the validation mails to the MORELOV CHALLENGE. You can have access to this information under electronic form directly through your account.

Accuracy of provided data:

It is understood that you commit yourself to provide only exact information during your registration and participation. You must choose a login name, which will not be contrary to public policy or accepted standards of behavior, or create a direct or indirect reminder of a commercial brand, and a password.

4.5 – Confidentiality

It is understood that you will keep in complete confidentiality the provided data, in particular you login name and your password.

4.6 – Use of your account

It is understood that your participation is personal. It is understood that you will not allow any third party to use, for any purpose and in any way your personal access. You will be fully responsible for every action, which might be carried out, from your account. It is understood that the KIND REGARDS Company would not be held responsible for direct or indirect damages resulting of fraudulent access to your account following a disclosure of your identification parameters. It is understood that you commit yourself to warn immediately the KIND REGARDS Company if you note a fraudulent use of your account, so that it can be disabled without delay.

4.7 - Information modification

It is understood that it is from your responsibility to update your data in your personal space of participation to the MORELOV CHALLENGE, in order to allow the KIND REGARDS Company the guarantee of a quick and effective management.

It is understood that every mail sent by the KIND REGARDS Company on your mail address will be considered as received and read by you. It is therefore understood that you will need to regularly consult the received mails and reply to them in the shortest delays.

4.8 – Participation rules violation:

It is understood that in case of participation rules infraction, the KIND REGARDS Company will have the right to invalidate your participation and delete your personal account, without prejudice of any other potential measure.

ARTICLE 5 – CREATION PARTICIPATION TERMS OF CONDITION:

5.1 - Applicable rules to every creative participating to the MORELOV CHALLENGE:

Every creative participating to the MORELOV CHALLENGE is bound by the present terms of service, and more specifically, by:

- the article 6 entitled "mandate presentation of creative propositions ";
- the article 7 entitled "operation rights assignment upon creation pledge and operation rights assignment upon creation"
- the article 8 entitled "unsold creative propositions";
- the article 9 entitled "confidentiality".

5.2 - Validation step:

Every creative proposition must be validated by the KIND REGARDS Company, which, as part of its services, reserves the right to refuse or validate a creative proposition, at its own discretion.

If the creative proposition is validated, whose notification the participants get through their account functionalities on the website, the KIND REGARDS Company will be allowed to submit it to their customers, in accordance with the terms of the following article 6.

The creative proposition validation is made without prejudice of the possibility, for the KIND REGARDS Company, to subsequently proceed, at its own discretion, to the withdrawal of the said creative proposition, every designer expressly declares to accept these conditions.

If the creative proposition is refused, applicable rules to this refused proposition are detailed in the article 8 of the present terms of service.

The creation submission to the KIND REGARDS Company as part of the MORELOV CHALLENGE, for the purpose of its validation induces, ipso jure, in favor of the KIND REGARDS Company, the adaptation right transfer benefit of the said creative proposition, within the limits set by the article 6.3 of the copyright assignment contract, free of charge.

This means that, as part of services provision to its customers, the KIND REGARDS Company may adjust or modify or ask a creative to adjust or modify, which he will not reasonably refuse to do insofar as he freely and in true conscience participates to an order work submitted to the imperative to suit as much as possible to the strategies, requests and need expressed as part of the MORELOV CHALLENGE.

The present clause is essential and determining of the KIND REGARDS Company consent to admit the participation of every creative to a creation call as part of the MORELOV CHALLENGE and is without prejudice for the KIND REGARDS Company of the possibility to assert itself of legal provisions concerning collective works.

Creatives declare and acknowledge that the whole creative propositions validated by the KIND REGARDS Company may be freely disclosed on the website (either to all internet users, or to the only persons registered on the website, or to its customers) as part of the MORELOV CHALLENGE.

The final decision about the MORELOV CHALLENGE participation validation remains at the KINDS REGARDS Company only appreciation and will be done at its own discretion, which the potential participants explicitly declare to agree.

The validation of the MORELOV CHALLENGE participation has for result, in its own right, the option removal by the KIND REGARDS Company, of the rights assignment pledge agreed upon to its profit by every creative willing to participate to the MORELOV CHALLENGE, expected on the following article 7.1

It is expressly understood that following the acquisition of a creation proposition by a KIND REGARDS Company customer:

- the whole personal information of the creative are transmitted to the customer who acquired the said creation.
- the whole information relative to the customer who acquired the said creation are transmitted to the creative ;
- the potential requests modifications of a creation at the KIND REGARDS Company customer's request are left to the free appreciation of the creative and particularly the decision to directly invoice, or not, the customer in question for the requested modifications.

- It is expressly understood that the KIND REGARDS Company is on no account responsible of the follow-up and the sound management of the customer's modification requests made to the creative following the acquisition of a creation proposition.
- it is expressly understood that creative and customer both commit themselves to make every efforts to carry out their cooperation as a potential part of a modification request.
- It is expressly understood that the KIND REGARDS Company will not be held responsible for potential legal disputes emanating from the cooperation between creative and a customer who acquired the creation of the said creative.

5.3 - Participant remuneration steps:

At the end of a sale by the KIND REGARDS Company of a creation from one of the MORELOV CHALLENGE participants, the participant of the concerned creation will receive a flat-rate remuneration of at least 8000 euros pt, upon providing a participant invoice.

As necessary and more precisely if they do not mean to themselves issue the said invoice, participants give mandate to the KIND REGARDS Company to issue it, in their own name and for their own account, by filling in without delay the corresponding form. If that is the case, participants have ten days from the receipt of the said invoice to contest the content. Without any protest during the above-mentioned delay, the said invoice will be considered as accepted and authenticated by the participant.

If the creative omits to give to the KIND REGARDS Company an invoice or to fill in the form allowing to the KIND REGARDS Company to issue an invoice for his own account and at his own name, the expected remuneration in the creation appeal will be deposited on the creative account created on the website.

However, failing to transmit an invoice or to fill in the corresponding form in the eighteenth (18) months delay from the remuneration attribution date, the obligation to deposit this remuneration will be by mutual agreement definitely statute barred, according to the provisions of the civil code article 2254, and hence could not be claimed from the KIND REGARDS Company anymore.

Every participant to the MORELOV CHALLENGE acknowledges, in any case, that he keeps the full responsibility of his obligations regarding invoicing and their consequences concerning valued added tax.

5.4 - Fixed remuneration payment steps:

The KIND REGARDS Company will deposit to the participant whose creation has been sold the fixed remuneration, within thirty days from receipt of the corresponding invoice.

ARTICLE 6 – MANDATE PRESENTATION OF CREATIVE PROPOSITIONS:

6.1 - Special mandate presentation of creative propositions:

Every validated participant to the MORELOV CHALLENGE gives mandate to the KINDS REGARDS Company to present his creation to every third party potentially interested by his operation. This special mandate is gracefully accomplished by the KINDS REGARDS Company.

Participants accept that the KINDS REGARDS Company will be visibly accountable for its management by the only announcement of the creative selections.

This present special mandate is without prejudice of the possibility, for the KIND REGARDS Company, to claim intellectual property rights upon a collective work.

6.2 - Lack of sale guarantee of creative propositions:

The KIND REGARDS Company does not guarantee any safety sale, as mandatory, its purpose is to propose creative offers to third party of its choice. In no way, the KIND REGARDS Company gives guarantee of the creation's sale. Assuming a lack of sale after one (1) year, of a creation from a MORELOV CHALLENGE participant after operant validation and served by the KIND REGARDS Company, the participant recovers in his own right the full enjoyment of his copyright and without any restrictions. He will be able to fully reuse his creation, under the same form or a modified one.

6.3 – End of mandate:

As partially stipulated in the article 6.2 the presentation mandate of the creative propositions will end for the participant at the end of one (1) year if the creation had not been sold through the KIND REGARDS Company under the aegis of the MORELOV CHALLENGE, either as a result of the KIND REGARDS Company, the reject of the creative propositions, or as the result of the creative proposition selection as a creation.

In this last hypothesis, the KIND REGARDS Company will not be mandatory anymore but assignee, in its own name and for its own account, of the intellectual property rights upon the creation, in accordance with the stipulations of the following article 7.2.

Creatives renounce to the right of revoking the presentation mandate of the creative propositions during the entirety of the participation period by them to the MORELOV CHALLENGE.

It is understood that KIND REGARDS may on the contrary renounce to the mandate at any time.

ARTICLE 7 - OPERATION RIGHTS ASSIGNMENT PLEDGE ON CREATION AND OPERATION RIGHTS ASSIGNMENT UPON CREATION:

7.1 - Operation rights assignment upon creation pledge:

The validated participation to the MORELOV CHALLENGE of a participant having accepted this participation himself carries, from every creative involved, the unilateral pledge to transfer to the KIND REGARDS Company the whole operating rights of his propositions In accordance with the terms of the copyright assignment contract.

The selection of a creative proposition at the end of the creation appeal process automatically carries exercise of the option, by the KIND REGARDS Company, of the said pledge.

7.2 – Operation rights assignment upon creation:

Operation rights assignment upon creation is automatically operated, within the terms of the copyright assignment contract, as the only result of the selection by the KIND REGARDS Company of the selected creation, without prejudice of the possibility, for the KIND REGARDS Company, to claim intellectual property rights upon a collective work.

ARTICLE 8 – UNSOLD CREATIVE PROPOSITIONS:

8.1 – Principle:

Creative propositions which would not have been sold during the MORELOV CHALLENGE and this after a period of one (1) year may freely be reused by the creative participants, under the same form or a modified one, particularly as part of other competitions of creation appeals.

8.2 – Exception concerning third party rights respect:

A creative proposition which would not have been sold during the MORELOV CHALLENGE and this after a period of one (1) year will not be reusable by his creative if its aesthetic and technique:

- make direct references to the content of a confidential order;
- are a reproduction or an imitation of a commercial brand;
- make a trouble risk with the rights, distinctive marks or previous creations of third party;
- are susceptible to constitute an infringing act, unfair trading or parasitism.
- if this creative proposition has not already been freely reused or operated by the creative or a third party with the creative's consent.

ARTICLE 9 – CONFIDENTIALITY:

9.1 – Confidentiality principle:

It is understood of the confidentiality obligation of the participants for objects, pictures information and any other information, in any form they take during his participation to the MORELOV CHALLENGE. Every participant will maintain a strict confidentiality upon the nature and the content of his creative participation.

This obligation will apply to the very identity of the customers, their commercial names, company names, brands and every other distinctive signs or works if need be concerned by his creation contribution.

The KIND REGARDS Company only, may remove this confidentiality, without prejudice of the following article 9.3 application.

9.2 – unselected creative propositions confidentiality:

Participants whose application to the MORELOV CHALLENGE will not have been validated will not be able to claim rights in their participation to the MORELOV CHALLENGE. The simple request for participation to the MORELOV CHALLENGE does not constitute as a matter of fact any right for the creative candidates whose participations have not been validated to associate their name to the MORELOV CHALLENGE.

Every violation of the present confidentiality obligation in the thirty-six months from the creation appeal opening date will lead, as a penal clause, to the collectability of a 2500 euros sum, without prejudice of any other compensation.

9.3 – Specific confidentiality to MORELOV CHALLENGE effective participants:

Participants whose participation validation to the MORELOV CHALLENGE is effective may, as artistic reference, mention their participation to the MORELOV CHALLENGE, and for those whose creations resulted in a sale, they may mention this success without mentioning information related to the customer if this one does not give his consent. These potential references will be made without prejudice for the KIND REGARDS Company, in the potential case of a lack of ethic from a participant to one of his customers.

ARTICLE 10 – CREATIVES COMPLEMENTARY OBLIGATIONS:

10.1 – guarantee:

A) warning

Every creation presented by a designer, creative, plastic artist collective and/or design and art schools must be completely original, in order to participate to the MORELOV CHALLENGE. You must on no account use, in your creative propositions, elements or contents, which you are not sure to be the copyright owner or the author of this creation. The KIND REGARDS Company and MORELOV will not be held responsible for your fraud in any lawful manner and/or penal way. The whole legal and penal responsibility will be devolved to you as well as every penalties and financial damages that could occur.

You must not use in your creative propositions:

- pictures taken on internet;
- elements contained in other creative propositions made by other creatives;
- distinctive signs clearly operated by thirds.

B) guarantee delimitation

Every participant whose creative proposition will be selected for the MORELOV CHALLENGE is the only one responsible for the originality of his creative proposition. He declares to detain the whole copyrights and operating rights of the elements used in his creations, among which:

- used pictures and technique drawings,
- used 3d pictures,
- software elements used,
- used drawing and technique software,
- any other elements allowing the creation fabrication and realization, and all this in a professional way.

C) guarantee implications

In case of inconvenience or inability to operate all or some of his creations, the creative will have to, at his own cost and without prejudice of any damages and interests charged to him:

- either obtain the authorization to continue to present the creative propositions or operate the creations for the third party in question;
- either modify or replace the creative propositions or creations, to the same quality, in order to not make them in breach of the third party rights, until KIND REGARDS Company is satisfied.

If the creator cannot achieve one of these results, the creative commits himself to compensate and relieve the KIND REGARDS Company (and if need be every customer), unscathed of every charges and directs and indirect prejudices, as well as every condemnations suffered as a result of a claim or action engaged by thirds against him resulting of the creative propositions, creations and more broadly by the use of the website, particularly the interactive spaces of the website

-10.2 Rules respect of account use:

- It is understood that participants to the MORELOV CHALLENGE will strictly observe the legal and regulatory provisions, and in particular those which sanction offensive connotation publications, defamatory, racist, pornographic, pedophile, promoting crimes against humanity, encouraging racial hatred or violence, particularly violence against women, or violating the human dignity.
- It is understood that participants to the MORELOV CHALLENGE will not in any way spread on the website information, creative propositions or creations, in any nature or form:
 - contrary to public policy or accepted standards of behavior
 - which may adversely affect minors:
 - of outrageous, misleading or slanderous nature with regard to third party;
 - constituting a counterfeit, unfair trading or parasitism act;
 - violating the privacy, individual privacy or image right or persons names;
 - containing virus, worms, Trojan horses or any computing element of nature to interrupt, destroy or limit the functionalities of any computer or computer network linked in one way or another to the KIND REGARDS activities;
- and more generally violating third party rights or constituting a tort or penal offence.

KIND REGARDS will have the right to remove or suspend, including as a precautionary measure, the access to every content it may consider as illicit, without prejudice of any other sanction and without obligation of prior information.

10.3 - Respect of the applicable constraints to the MORELOV CHALLENGE participation validation:

Participants will ensure to respect aesthetic references and technical constraints provided by the KIND REGARDS Company as part of the participation to the MORELOV CHALLENGE and defend themselves to block, hold back or deviate the www.morelov.com website functionalities, in particular for dishonest purposes.

It is understood that the participants will ensure to only use the www.morelov.com website in an honest way, in accordance with its ethics allowing a correct and constructive participation.

10.4 – Creations storage and copyright assignment contractual term:

Every participant will personally take every necessary provision in order to ensure an optimal storage of his creative propositions or creations. In no way a MORELOV CHALLENGE participant will be able to use the www.morelov.com website for the purpose of backup, creations can be deleted at any time upon decision of the KIND REGARDS Company.

Every validated participant for the MORELOV CHALLENGE will become again exclusive owner of his creations after a one (1) year delay from the validation date of his participation to the MORELOV CHALLENGE if and only if the KIND REGARDS Company have not found him any professional or independent customer.

ARTICLE 11 – FINANCIAL CONDITIONS:

The participation to the MORELOV CHALLENGE is free of charge for creation schools as well as for independent designers and stylists.

Participants whose creation is acquired by a customer will receive a minimal lump-sum amount of 8000 euros. In accordance with copyright assignment contract and specified conditions in the corresponding creation appeal. Creative will not be able to pretend to any other remuneration on behalf of his participation to the creation appeal, whether on behalf of his creative propositions, creations or interventions on the website (particularly to vote in favor of certain creative propositions if need be).

Creatives may visualize the remuneration amount on their personal account. The remuneration payment will in principle be carried out in the form of a check, which will be sent by post. The KIND REGARDS Company will not in any way be held responsible for delays attributable to the postal service. In some cases, it will be possible to carry out those payments by transfer (after giving a bank account identity).

ARTICLE 12 - CREATIVE ACCOUNT CLOSING:

12.1 Participant account closing by KIND REGARDS:

- It is understood that KIND REGARDS will have the right, at any time, to close a participant account who would not respect the terms of service or the copyright assignment contract.
- It is understood that KIND REGARDS will also have the right, at any time and without justification, to modify, suspend or definitely interrupt the access or the functioning of the www.morelov.com website.

12.2 Participant account closing by the said participant:

Participants may at any time close their account, by a request to cancel via email from the address used when they registered and with a notice period of two (2) months from the closing message reception by the KIND REGARDS Company. This closing will not under any circumstances be able to call into question the rights recognized to the KIND REGARDS Company as part of the MORELOV CHALLENGE which the participant may have participated or would participate at the time of the entry into force of the account closing.

ARTICLE 13 – LIMITATION OF LIABILITY CLAUSE AND FORCE MAJEURE:

KIND REGARDS accepts no responsibility:

- for indirect losses, shortfall, loss of profit, data loss or alteration, creative participations, creations, as a result of the internet network use, website functionalities, digital files or materials transmitted to the KIND REGARDS Company;
- in case of suspension or breaking in the website accessibility, particularly for maintenance reasons relevant to the very nature of internet and computer infrastructures and network necessary to the services operation;
- in case of errors, delays, subsequent to causes under participant's responsibility;
- towards material damages that may potentially reach participants installations, software and materials, those must take every necessary measures to keep and preserve it, particularly against any computer virus;
- toward discussions which may be held by any third party interacting on the website, every discussion forum, every internet website, every social network or micro-blogging or any other dialog space;
- towards any kind of use, by a license holder or sub-assignee of the intellectual property rights upon creations, considered as illicit by a creative;

The KIND REGARDS Company accepts no responsibility whatever the causes are, for any damage exceeding the total amount paid to the participant by the KINDS REGARDS Company as part of the MORELOV CHALLENGE participation. This clause is fundamental and crucial for the KINDS REGARDS Company.

ARTICLE 14 – PERSONAL DATA:

Data provided by the participants will be incorporated into a database accessible by the KIND REGARDS Company, for every necessary measure within the limits of the process management and the proper functioning of the www.morelov.com website.

In accordance with provisions of the modified law on informatics and freedom n°78-17 of the 6th January 1978, personal data processing by the KIND REGARDS Company has been subject of a declaration to the commission nationale de l'informatique et des libertés (CNIL, national commission on informatics and freedom).

Date and registration number are available in the legal notices of the www.morelov.com website.

The collection of participants' personal information for the purpose of access to the www.morelov.com websites functionalities is required and peremptory, these information being respectively essential for the identification and the MORELOV CHALLENGE management, and the remuneration payment potentially induced to the participants.

Concerned participating persons legitimate of their identity will be able to claim, as the case may be, the rectification, filling, update, locking or deleting of the personal data concerning them, which are null and void, not complete, ambiguous, cancelled or whose collection, use, communication or conservation is forbidden.

These rights may be sent by regular mail to the KIND REGARDS Company head office as assessed in the first paragraph of the present terms of service.

The KIND REGARDS Company will not trade off information integrated in its database, nor will it transfer them directly or indirectly, except for the purpose of ensuring the sound management of any dematerialized payment or participant's prior authorization.

ARTICLE 15 – COOKIES:

The KIND REGARDS Company may use cookies necessary to the transmission of an electronic communication particularly to ensure the possibility:

- to route an information on the network, in particular by identifying its entry points;
- to exchange information in the correct order, in particular by numbering data packages;
- to detect transmission errors or data losses.

The KIND REGARDS Company may also use cookies necessary for providing an electronic service requested by a creative, such as the agreed remuneration payment. The KIND REGARDS Company can also use audience measurement cookies, in order to perform anonymous statistics.

If the KIND REGARDS Company intends to use cookies allowing registering information related to the website browsing from your computer, in order to be able to read them during you subsequent visits, the KIND REGARDS Company will expressly inform you about it. The information conservation duration will be in this case of at most two (2) months.

ARTICLE 16 – DIVERSE STIPULATIONS:

16.1 – Convention of proof:

Creatives and the KIND REGARDS Company agree that they may proceed to the information exchange necessary to the application of the present terms of service by electronic way. Every electronic communication between stakeholders is presumed to have the same probative force than writing on paper base.

16.2 – Partial invalidity:

If any provision of the present terms of service should be declared invalid or inapplicable, the others stipulations will still remain in full force. The invalid or inapplicable stipulation will then be replaced by a valid stipulation, with a meaning as close as possible.

16.3 – Lack of effect of acquiescence:

The fact for one of the stakeholders to not prevail themselves of a failure by the other stakeholder to one of any obligations referred in the present terms of service could not be interpreted as a waiver to the sound execution of the obligation in question.

ARTICLE 17 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES:

17.1 – Applicable Law:

The present terms of service are subject to French Law.

17.2 – Settlement of disputes:

Stakeholders commit themselves, in case of disputes within the execution of the present terms of service and before any legal claim, to expose their disagreements for an amicable settlement of conciliation. This involves that the stakeholder who desire to employ the amicable settlement of conciliation will inform the other stakeholder of his intention to set up the said settlement by stipulating the application difficulties encountered and this via registered letter with acknowledgement of receipt. If no agreement stands out of this amicable settlement between both stakeholders in the fifteen (15) days following the notification referred to above, stakeholders will recover every liberty in order to perpetuate a legal action.

The prior amicable settlement of conciliation will not be able to be applicable as part of a complaint, requirement or action of a third party led against the KINDS REGARDS Company as a creative proposition, a creation proposed to the MORELOV CHALLENGE on the www.morelov.com website by a creative, nor in case of an article 10.2 violation by a creative.

Without amicable settlement, and subject to the provisions of the applicable law, stakeholders agree to submit their potential disputes to the exclusive jurisdiction of Marseilles courts, notwithstanding pluralities of defendants or recourse in warranty.