



General Terms of Use of the Website
<https://laruchequiditoui.fr/en>

Intended for Members of a Hive



THE FOOD ASSEMBLY

Effective Date: December 2024

Welcome to **The Food Assembly** ! When you access our website for the first time, you are required to accept the terms of use, so please take a few moments to read them. If desired, you can make a copy of these terms.

Remember that using our website legally obligates you to comply with its rules.

1. Definitions

- **Members:** Consumers from the geographic area of a Ruche to which they have registered in order to access offers from Producers.
- **Offers:** Listings created by Producers summarizing the characteristics of their products and specifying the conditions under which they offer said products for sale, including quantity and price.
- **Producers:** Suppliers of products from a given geographic area who offer to sell directly to Members of a Ruche.
- **Hive:** A community initiated and developed by a Ruche Manager, bringing together Members and Producers.
- **Hive Manager:** The creator of a Ruche, responsible for its management, activities, organizing each sale conducted within their Ruche, and coordinating the delivery of ordered products to Members by Producers.

2. Purpose

2.1 Platform Description

The **Food Assembly !** offers an online platform accessible via computer, tablet, or mobile at <https://laruchequiditoui.fr/en> (hereinafter referred to as the "Site"). This platform enables Ruche Members to order agricultural food products or other everyday consumer goods ("Products") and collect them on a specified date and location.

2.2 General Terms

These terms define the conditions for using the services provided on the Site and outline the rights and obligations of the parties interacting on or utilizing its services ("Services"). Visitors not registered with any Ruche may also access certain Services.

2.3 Accessibility

These terms are accessible and printable at any time via a direct link at the bottom of the Site.

2.4 Additional Conditions

The terms may be supplemented by specific terms for certain Services, which take precedence in case of contradictions.

3. Site Operator and Contact

3.1 Operator

The Site and Services are operated by **EQUANUM**, a simplified joint-stock company registered under French RCS number 528 203 755, with headquarters at 226 Boulevard Voltaire, 75011 Paris, France. EQUANUM is also referred to as "The Food Assembly" in this document.

3.2 Contact Information

For any claims or inquiries:

- Postal Address: Chez Deskopolitan, 226 Boulevard Voltaire, 75011 Paris, France
- Email: support@lrqdo.fr

4. Access to the Site and Services

4.1 Applicability

These terms apply to interactions involving Ruches located in mainland France and its overseas territories.

4.2 Access Conditions

Access to the Site and Services is available to:

- Individuals with full legal capacity. Minors may only access the Site with parental consent.
- Legal entities represented by individuals authorized to act on their behalf.
- The Site and Services cater to both individuals and professionals in the scope of their activities.

5. Acceptance of Terms and Conditions

5.1 Acceptance of these terms and conditions by Members is indicated by ticking a checkbox in the registration form.

For Visitors, simply using the Site and/or Services constitutes acceptance of these terms and conditions, without restriction or reservation.

5.2 Acceptance of these terms and conditions must be full and unconditional. Any conditional acceptance is considered null and void. A Member of a Ruche who does not agree to be bound by these terms and conditions must not access the Site or use the Services.

6. Interaction with MangoPay and Its Terms and Conditions

6.1 Members are expressly informed and accept that all payments made through the Site are managed by **MANGOPAY S.A.**, a company authorized as an electronic money institution, registered with the Luxembourg Trade and Companies Register under number B173459, with its headquarters at 59, Boulevard Royal, Luxembourg (hereinafter referred to as "MangoPay").

Members enter into a direct agreement with MangoPay regarding the processing of their payments on the Site, by accepting MangoPay's terms and conditions via a checkbox during their registration on the Site.

In the event of a conflict between MangoPay's terms and conditions and these terms and conditions, the latter shall prevail.

6.2 As part of the Services, Members provide MangoPay with all their payment instructions through their Personal Account. Consequently, Members expressly authorize **The Hive that says Yes!** to transmit these instructions to MangoPay on their behalf.

6.3 Since the implementation of the Services requires payment processing, Members are informed and accept that MangoPay's refusal to register a Member as a user of its services, or the termination of the contract between a Member and MangoPay for any reason, will automatically and immediately terminate the present agreement between **The Hive that says Yes!** and the Member, resulting in the closure of the Member's Account.

Conversely, termination of the present agreement between **The Hive that says Yes!** and a Member will automatically and immediately terminate the contract between the Member and MangoPay.

7. Registration on the Site

7.1 The user can register on the Site, but will only become a Member if they select a Hive in the manner provided for in the article "**Choosing a Hive** ».

The user, who has become a Member or not, can also submit an application to become a

Hive Manager or Producer, according to the terms provided in the general conditions of use intended for professionals.

- 7.2** The Member's registration is carried out on the Site, using a form provided for this purpose. The Member must provide all information marked as mandatory, including first name, last name, email address, country of residence, and password. Any incomplete registration will not be validated.

This registration automatically results in the opening of an account in the name of the Member concerned (hereinafter: the "**Account**"), giving him access to a personal space (hereinafter: "**Personal Space**") which allows it to manage its use of the Services, in a form and according to the technical means that The Food Assembly! deems most appropriate to provide said Services.

- 7.3** The Member guarantees that all the information he gives in the registration form is accurate, up to date and sincere and is not tainted by any misleading character.

He undertakes to update his information in his Personal Space in the event of modifications, so that they always correspond to the aforementioned criteria.

- 7.4** The Member is informed and accepts that the information entered for the purposes of creating his Account or updating his Personal Space constitutes proof of his identity. The information he enters is binding on him upon registration and throughout his use of the Site. The Hive that says Yes! reserves the right to verify, at any time, the accuracy of the data provided by the Member, and to request any additional document or information, the Member undertaking to respond without delay to this request.

The Member is solely responsible for their accuracy, sincerity and completeness, The Food Assembly! cannot under any circumstances be held responsible for any errors, typos, omissions or indications likely to mislead Producers or Hive Managers, due to a breach by the Member of this clause.

In no case is the responsibility of The Food Assembly! cannot be held liable if delivery of the Products was made impossible due to an order error attributable to the Member.

- 7.5** The Member can access his Personal Space at any time after having identified himself using his login ID and his password, which he can modify at any time when using the Site.

The Member undertakes to personally use the Services and not to allow any third party to use them in his place or on his behalf, unless he bears full responsibility.

He is solely responsible for maintaining the confidentiality of his username and password, any access to the Site using these being deemed to be made by him. The Member must immediately contact The Food Assembly! to the contact details mentioned in the article "**Operator of the Site and Services, contact**" » if he notices that his Account has been used without his knowledge. He recognizes The Food Assembly! the right to take all appropriate measures in such a case.

8. Description of Services

The Member has access to the following Services, in a form and according to the functionalities and technical means that The Food Assembly! deems most appropriate.

8.1 Choosing a Hive

Any user who places an order on the Site is automatically registered as a Member in the Hive in which they placed the order.

Upon registration, The Food Assembly! suggests to the user of the Site a list of Hives near the postal code that he entered when registering.

The user of the Site can also register without having placed an order in the Hives of their choice up to a limit of 3 (three) Hives, by completing the form provided for this purpose. He is then invited to create a profile, using the technical means that The Food Assembly! deems most appropriate.

8.2 Chat and Messaging Modules

8.2.1 Module Discussion

The Discussion Module brings together Members, Hive Managers and Producers of the same Hive and allows them to exchange any content on the Site (hereinafter: the “ **Module Discussion** »).

We mean by “ **Contents** » content of any nature (editorial, graphic, audio, audiovisual or other, including the name and/or image possibly chosen by the Member to identify it on the Site) distributed by the various users of the Site in the framework of the Services (Members, Producers or Hive Manager).

This Content is public, all users of the Site can access it by going to the area of the Site dedicated to the Hive concerned, which Members expressly accept.

8.2.2 Messaging module

Members have access to messaging allowing them to communicate with the other Members of their Hive, the Producers and their Hive Manager (hereinafter: the “ **Messaging module** »).

8.3 Access to Product sales

8.3.1 Description of the sales organization

Each Hive has a space (hereinafter: the “ **Sales Area** ") within which Members place their orders directly with the Producers (hereinafter: the “ **Orders** ") and pay the price. The sale of Products is thus concluded directly between the Members and the Producers within the Sales Area of each Hive (hereinafter: the “ **Sale** »).

The Member can also physically place his order in a Hive, it being specified that payment must be made via the Site.

The Hive Manager opens the Sale and informs the Members no later than 96 (ninety-six) hours before the delivery of the Products (hereinafter: the “ **Discount** »).

The Hive Manager may add new Offers at any time during the Sale.

The Hive Manager and the Producer may also modify or withdraw Product Offerings at any time. Such modifications or withdrawals, however, have no impact on Orders placed by Members before the modification or deletion concerned.

The Producer is irrevocably bound by the Orders placed on its Offers and cannot under any circumstances refuse to execute them, for any reason whatsoever, subject to the following cases:

- Force majeure, as defined in article 1218 of the Civil Code
- The unavailability of the Product, where applicable the Producer is invited to specify the cause or reason in their Personal Space
- When the minimum order amount required by the Producer is not reached.

In the latter case, the Hive Manager immediately informs the Members concerned of the cancellation of the Sale, except in the case where the Producer agrees to maintain it.

The Sale is automatically closed at the latest the day before the Handover at 3 a.m., it being specified that the sale of certain Products may be closed at any time for reasons of organization, availability of the Products or logistics (for illustration, for meat or dairy products).

After the close of the Sale, The Food Assembly! issues a purchase order for each Member (hereinafter: the “ **Purchase order** ”), summarizing in particular the details and total price of the Order, the price per Product purchased, as well as information relating to delivery (address, contact, Delivery date and time range).

The Order Form is communicated by the Hive Manager to the Members no later than 6 (six) hours before Delivery.

8.3.2 Placing Orders

To place their Order, the Member must select the Products of their choice from the Offers issued by the Producers then selected by the Manager of his Hive, during the opening period of the Sale.

The Member can access the summary of his basket at any time as long as his Order is not definitively validated and can correct any errors in the elements entered.

However, as soon as the Sale closes, the Member is irrevocably bound by their Orders as definitively paid and cannot under any circumstances cancel them, for any reason whatsoever, unless they satisfy the conditions provided for in the article “ **Withdrawal period** ”. Likewise, no new Orders can be placed after this closing.

The Hive That Says Yes! provides each Member with a summary of their Orders and the history of their payments, accessible from their Personal Space.

8.4 Purchase of Gift Cards

The Hive that says Yes! now offers its own gift cards (the “ **Gift Cards** ”) usable on its Site.

The sale of Gift Cards is exclusively reserved for users registered on the Site.

8.4.1 Selection and payment of Gift Cards

On the page <https://laruchequiditoui.fr/fr/giftcards> or directly on the Site, the Member can purchase one or more Gift Card(s) whose value is mentioned on the Site, via the appropriate technical means made available by The Hive that says Yes!.

The price is displayed in euros and all taxes included. It corresponds to the nominal value of the Gift Card, determined by the Member.

The full price of the Gift Card is due upon payment, the Member having the possibility to modify his order before paying for his purchase.

These general conditions of use are accessible to Members via a hypertext link to a page allowing their recording or printing on a durable medium, which they must accept prior to their purchase.

8.4.2 Sending Gift Cards

As soon as the Gift Card is purchased, a confirmation email will be sent to the Member to the email address associated with their Account, including in particular:

- the code(s) corresponding to the Gift Card(s) purchased;
- the Gift Card(s) on a durable medium allowing them to be printed;
- the corresponding invoice.

8.4.3 Characteristics and use

Gift Cards are valid for a period of 12 (twelve) months following the date of their issue, i.e. from the date the Gift Card is sent. Gift Cards can be used from the day the Member receives the confirmation email; they are not nominative.

Gift Cards are accepted as a means of payment on the Site and can be spent in one or more installments for Product Orders through the Hives in which the Member is registered. In the event of partial use of the amount loaded on the Gift Card, the Member or beneficiary of the Gift Card will have the possibility of using the balance of the Gift Card during his or her next Order(s) on the Site until this amount is exhausted. They cannot give rise to any monetary compensation in any form whatsoever, totally or partially.

9. Financial conditions

9.1 Free services

Access to the Site and the Services are provided to Members free of charge.

Members will only have to pay the price of their Orders, according to the terms provided in the following article.

9.2 Price and payment for Product Orders placed on the Site

9.2.1 Price and payment

The sales prices of the Products are displayed in the Producers' Offers, under their exclusive responsibility. They are indicated in euros, all French taxes included. The sales prices set by the Producers include the commissions due to the Hive Managers concerned and to The Food Assembly!

The applicable price is that displayed in the Offer at the time of placing the Order.

The full price of the Products is due when the Order is placed.

This payment must be made before the closing of the Sale, it being specified that it may be made earlier with regard to the sale of certain Products for reasons of organization, availability of certain Products or logistics.

In the event of failure to deliver the Products, due to force majeure, unavailability of the Product, or when the minimum order amount required by the Producer is not reached, the sum corresponding to the amount of the Products undelivered will be credited back to the account of the Member concerned, as a refund.

Payment of the price is made online by credit card, through the secure online payment service MangoPay or by any other means that will be offered on the Site at the time of the order.

9.2.2 Delivery of Products

The Member undertakes to receive the Products he has ordered within the Hives on which he depends, directly from the Producers or their agent (deliverer, or Hive facilitator designated by the Producer), on the Delivery Day and during the scheduled time slot.

The Member undertakes to check immediately and on site the conformity of the Products with the Order Form, in the presence of the Hive Manager. If the Products delivered are compliant, he signs a Delivery voucher (hereinafter: the "**Discount Voucher** »).

In the event that the Member does not receive all of the Products he or she ordered, he or she must immediately inform the Hive Manager and indicate this on the Discount Voucher.

The Member is informed and accepts that he cannot under any circumstances request a refund or a return to a later date of the Products he has ordered without receiving them, which he expressly accepts.

Validation of the Delivery of Products results in the issuance of corresponding invoices, which are sent to Members by any useful means.

10. Right of withdrawal

10.1 No right of withdrawal for Products likely to deteriorate or expire quickly

The Member is informed, in accordance with article L.221-28 of the Consumer Code, that the right of withdrawal cannot be exercised with regard to Products which are likely to deteriorate or expire quickly.

The Member is also informed that the right of withdrawal cannot be exercised after the Delivery of certain Products which cannot be returned for reasons of hygiene or health protection.

10.2 Right of withdrawal applicable to other Products and Gift Cards

Concerning other Products, the Member has a period of 14 (fourteen) days from the date of receipt of the Products or Gift Cards ordered, to withdraw without having to give reasons or pay penalties, upon request. except for any return costs which remain his responsibility and which he must pay.

When the order concerns several Products delivered separately, the above period starts from receipt of the last Product.

The Member who wishes to exercise his right of withdrawal must contact the Hive Manager, or The Food Assembly! to the contact details mentioned in the article “ **Operator of the Site and Services, contact** », before the expiry of the above period, the withdrawal form annexed to these general conditions duly completed, or a declaration clearly expressing their desire to withdraw and including the name of the User and the distribution date concerned.

The Products or Gift Cards must be returned to The Food Assembly! in their original packaging, without undue delay and at the latest within 14 (fourteen) days following communication by the Member of their desire to withdraw. They must be accompanied by a copy of the corresponding purchase invoice. The Member is deemed responsible in the event of damage to the Products upon their return to The Food Assembly!.

The Member will be reimbursed as soon as possible and at the latest within 14 (fourteen) days from the date of actual receipt by The Food Assembly! of the request for withdrawal of the entire sums paid for his Order, deduction where applicable of the return costs, which will remain his responsibility. The Hive That Says Yes! however reserves the right to defer this reimbursement until the Products are actually recovered.

11. Proof Convention

The Member expressly acknowledges and accepts:

- that the data collected on the Site and the computer equipment of The Food Assembly! constitute proof of the reality of the operations carried out within the framework hereof, - that these data constitute the main mode of proof accepted between the parties.

The Member can access this data in their Personal Space.

12. Obligations of Members

12.1 The Member acknowledges having read on the Site the characteristics and constraints, particularly technical, of all the Services. He is solely responsible for his use of the Services, and in particular for the relationships he may establish with other users of the Site, and for the information he communicates to them within the framework of the Services.

It is up to him to exercise appropriate prudence and discernment in these relationships and communications. The Member further undertakes, in his exchanges with other users, to respect the usual rules of politeness and courtesy.

12.2 The Member undertakes to make strictly personal use of the Services. It therefore undertakes not to assign, grant or transfer all or part of its rights or obligations hereunder to a third party, in any manner whatsoever.

12.3 The Member undertakes to provide The Food Assembly! all information necessary for the proper execution of the Services. More generally, the Member undertakes to actively cooperate with The Food Assembly! for the proper execution of these presents.

12.4 The Member is solely responsible for all Content that he chooses to distribute through the Site.

It guarantees The Food Assembly! that he has all the rights and authorizations necessary for the distribution of this Content.

It undertakes to ensure that said Content is lawful, does not infringe public order, good morals or the rights of third parties, does not infringe any legislative or regulatory provision and more generally, is in no way likely to jeopardize game the civil or criminal liability of The Food Assembly!.

The Member therefore refrains from distributing, in particular and without this list being exhaustive:

- pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, offensive, violent, racist, xenophobic or revisionist content,
- infringing Content,
- Content that harms the image of a third party,
- Promotional Content for third-party sites or businesses, whether competing or not,
- Content that is misleading, misleading or offers or promotes illicit, fraudulent or misleading activities,
- Content harmful to third party computer systems (such as viruses, worms, Trojan horses, etc.),
- and more generally Content likely to infringe the rights of third parties or be harmful to third parties, in any way and in any form whatsoever.

12.5 The Member acknowledges that the Services offer him an additional, non-alternative solution for ordering agricultural food products or any other common consumer goods, and that this solution cannot replace other means which the Member may otherwise have at his disposal to achieve the same objective.

12.6 The Member is informed and accepts that the implementation of the Services requires that he be connected to the internet and that the quality of the Services depends directly on this connection, for which he is solely responsible.

13. Prohibited behavior

13.1 It is strictly prohibited to use the Services for the following purposes:

- sending unsolicited emails and/or prospecting or commercial solicitation, - the publication on the Site, or by private messages to other users of The Food Assembly!, of promotional messages to another third party site,
- manipulations intended to improve the referencing of a third-party site, - the exercise of illegal, fraudulent activities or activities that infringe the rights or security of third parties,
- breach of public order or violation of laws and regulations in force, - intrusion into the

- computer system of a third party or any activity likely to harm, control, interfere, or intercept all or part of the computer system of a third party, or violate its integrity or security,
- the collection and aggregation of any information present on the Site without authorization expressly given by The Food Assembly!,
- assistance or incitement, in any form and in any manner whatsoever, to one or more of the acts and activities described above,
- and more generally any practice diverting the Services for purposes other than those for which they were designed.

13.2 Members are strictly prohibited from copying and/or diverting for their own purposes or those of third parties the concept, technologies or any other element of the Site.

13.3 Also strictly prohibited:

- any behavior likely to interrupt, suspend, slow down or prevent the continuity of the Services,
- any intrusions or attempted intrusions into the systems of The Food Assembly!,
- any misappropriation of the Site's system resources,
- any actions likely to impose a disproportionate burden on the latter's infrastructure,
- all breaches of security and authentication measures,
- all acts likely to harm the financial, commercial or moral rights and interests of The Food Assembly! or users of its Site,
- all actions aimed at deleting, hiding or moving advertising or promotional messages present on the Site and finally more generally,
- any breach of these general conditions.

13.4 It is strictly prohibited to monetize, sell or grant all or part of access to the Services or the Site, as well as to the information hosted and/or shared there.

14. Members Guarantee

The Member guarantees The Food Assembly! against any complaints, claims, actions and/or demands whatsoever that The Food Assembly! could suffer due to the violation of any of its obligations or guarantees under these general conditions.

He undertakes to compensate The Food Assembly! of any damage that it may suffer and to pay all costs, charges and/or convictions that it may have to bear as a result.

15. Sanctions for breaches

The Member is informed and accepts that his obligation of loyalty and non-competition constitutes an essential obligation for The Food Assembly!.

Consequently, in the event of advertising from a third party site posted online by the Member on his Site, of encouragement to join a competing network, or for any act of denigration against The Food Assembly!, the latter reserves the right to terminate its access to all or part of the Services, with immediate effect, by letter, fax or email.

The resolution takes effect automatically on the date of sending by The Food Assembly! of the writing addressed to the Member in application of this clause. It automatically results in the deletion of the Member's Account without prior notice, without prejudice to any other

consequences that may arise in application of these general conditions.

In any event, and in the event of failure to comply with any of the stipulations of these general conditions or, more generally, violation of the laws and regulations in force by a Member, The Food Assembly! reserves the right to take any appropriate measure and in particular to:

- suspend access to the Services of the Member responsible for the breach or offense, or who participated in it,
- delete any Content posted on the Site,
- publish on the Site any information message that The Food Assembly! will judge useful,
- notify any authority concerned,
- take any legal action.

16. Responsibility of The Food Assembly!

16.1 The Hive That Says Yes! acts as a broker in that it provides Members with a platform, as well as tools and technical means allowing meetings between Members and Producers with a view to concluding sales contracts between them. Its responsibility is limited to the provision of these means, as described in these general conditions.

The Hive That Says Yes! acts in his personal name and does not carry out any legal act in the name and on behalf of the Members.

The Hive That Says Yes! in particular does not guarantee the proper functioning of the Hives which are the sole responsibility of the Hive Managers, nor the proper execution of contracts concluded between Members and Producers. It also does not offer any guarantee to Hive Managers or Producers in terms of outlets or customer volume, nor is it liable to Hive Managers and Members for any guarantee as to the number and diversity of Producers.

The Hive That Says Yes! is not a party to the sales contract between the Members and the Producers or any other contract concluded between Members of the Site and, generally speaking, cannot under any circumstances be held liable for any difficulties that may arise during the conclusion or of the execution of these contracts.

The Hive That Says Yes! is also not in physical possession of the Products sold through the Site.

It cannot be held liable with regard to (i) the conformity of the Offers with the laws and regulations in force (ii) the conformity of the Products, their packaging and/or labeling with the legal and regulatory provisions (iii) of the compliance of the delivery of the Products with contractual stipulations and the existence of possible hidden defects, (iv) risks linked to transport, storage, their conservation and delivery of the Products, or even (v) compliance with the rules of hygiene and maintenance., these responsibilities incumbent on the Producer alone.

16.2 The Hive That Says Yes! is not necessarily aware of the Content posted online by Members as part of the Services, on which it does not carry out any moderation, selection, verification or control of any kind and with regard to which it only intervenes as a hosting provider.

As a result, The Hive That Says Yes! cannot be held responsible for Content, the authors of which are third parties, any possible claim having to be directed in the first place towards the author of the Content in question.

Content harmful to a third party may be subject to notification to The Food Assembly! according to the terms provided for in article 6 I 5 of law no. 2004-575 of June 21, 2004 for confidence in the digital economy, The Food Assembly! reserving to take the measures described in the article “ **Penalty for breaches** »

16.3 The Services are provided by The Food Assembly! as detailed on the Site and in these general conditions. The Hive That Says Yes! in particular does not guarantee to Members (i) that the Services, subject to constant research to improve their performance and progress, will be completely free from errors, defects or defects, (ii) that the Services, being standard and in no way offered for the sole intention of a given Member based on their own personal constraints, will specifically meet their needs and expectations.

16.4 The Hive That Says Yes! reserves the right to temporarily interrupt access to the Site for maintenance reasons. It cannot be held responsible for temporary difficulties or impossibilities in accessing the Site which may be due to circumstances external to it, force majeure, or which may be due to disruptions in telecommunications networks.

17. Duration of Services, unsubscription

17.1 The Services are subscribed for an indefinite period.

17.2 The Member may at any time decide to no longer join a Hive and/or change it, through their Personal Space. The Member who no longer joins any Hive regains the status of a simple Visitor.

17.3 In the same way, the Member is expressly informed and accepts that the end of the MangoPay contract, whatever the reason, will automatically and automatically result in the end of his Member status and the substitution of the status of Member. Visitor, the Services accessible to Members cannot be fully implemented in the absence of an Electronic Wallet.

17.4 Generally speaking, the Member can unsubscribe from the Site at any time through their Personal Space. Unsubscription is effective immediately, the Member then no longer has access to the Services.

Orders in progress that the Member may have placed before unsubscribing will be canceled and refunded to the Member, at their request.

If he does not cancel his order before the end of the sale, the Member is expressly informed and accepts that his order cannot be refunded, and that his unsubscription can only be effective once the sale has ended.

18. Intellectual property

The systems, software, structures, infrastructures, databases and content of all kinds (texts, images, visuals, music, logos, brands, database, etc.) operated by The Food Assembly! within the

Site and on any other medium are protected by all intellectual property rights or rights of database producers in force. All disassembly, decompilations, decryptions, extractions, reuse, copies and more generally, all acts of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of The Food Assembly! are strictly prohibited and may be subject to legal action.

19. Authorization to distribute the image and testimonials

The Member expressly authorizes The Food Assembly! to use their profile image, for the purposes of illustration on the Site or promotion thereof, by any means and on any support, for the entire world, for the duration of the Member's registration on the Site . This authorization is granted free of charge.

During the duration of their use of the Services, Members authorize The Food Assembly! to use the testimonials that they publish on the Site (hereinafter: the “ **Testimonials** ”) for its promotion, according to the following terms:

- They consent to their Testimonies being distributed free of charge by The Food Assembly! on the Site and on all other French or foreign websites, published by all companies with which The Food Assembly! has agreements,
- They consent to their Testimonies being broadcast by The Food Assembly! by any means and on any support for the purposes of promoting the Site,
- They accept that their Testimonies be translated into all languages,
- They acknowledge and accept that the Testimonies may be subject to modifications, in particular as to their framing, their format and their colors, as well as alterations or degradations in their quality, depending on the technical constraints of the Site,
- They give up asking The Food Assembly! any remuneration, royalty, compensation or financial compensation in this respect.

20. Advertisement

The Hive That Says Yes! reserves the right to insert on any page of the Site and in any communication to Members any advertising or promotional messages in a form and under conditions including The Food Assembly! will be the sole judge. More generally, Members declare to be informed that The Food Assembly! may distribute any advertising and promotional content on the Site and in its communications to Members.

However, this content will only relate to the Producers, the Hives or The Food Assembly! herself, for her own promotion.

21. Third Party Links and Sites

The Hive That Says Yes! cannot under any circumstances be held responsible for the technical availability of websites operated by third parties, including any partners, to which Members access via the Site.

The Hive That Says Yes! assumes no responsibility for the content, advertising, products and/or services available on such third-party sites, which are governed by their own conditions of use.

The Hive That Says Yes! is also not responsible for transactions between a Member and any advertiser, professional or merchant, including any partners, to whom the Member may be directed through the Site, and cannot under any circumstances be a party to any possible

disputes whatsoever with these third parties concerning in particular the delivery of products and/or services, the guarantees, declarations and any other obligations to which these third parties are bound.

22. Personal data

As part of the use of the Site by Members, The Food Assembly! is required to collect and process certain personal data concerning them.

To find out more, each Member is invited to read carefully Privacy Policy of the Site relating to the personal data of Members collected for the purposes of the Services (hereinafter: the “**Privacy Policy** »).

In accordance with the regulations applicable to the protection of personal data and in particular European Regulation 2016/679 of April 27, 2016, known as the General Data Protection Regulation (the “**GDPR** ”), Members have a right of access, rectification, deletion, and portability of data concerning them and may also, for legitimate reasons, oppose the processing and, in the cases provided for by the law, request the limitation of the processing of this data.

To exercise these rights, The Food Assembly! invites each Member to send an e-mail to privacy@lrqdo.fr or a postal letter to the address mentioned in the article “**Operator of the Site and Services, contact** » and/or to contact the Data Protection Officer of The Food Assembly!.

23. Modifications

23.1 The Hive That Says Yes! reserves the right to modify these general conditions at any time.

23.2 Each Member will be informed of these modifications by any useful means.

If he does not accept the modified general conditions, he must unsubscribe from the Services according to the terms provided for in the article “**Duration of Services, unsubscription** ».

23.3 The modified general conditions apply immediately to ordinary Visitors who use the Services after their entry into force. Visitors are therefore invited to regularly consult the latest version of the general conditions on the Site.

23.4 Any Member who uses the Services after the entry into force of the modified general conditions is deemed to have accepted these modifications.

24. Applicable law and jurisdiction

These general conditions are governed by French law.

In the event of a dispute over the validity, interpretation and/or execution of these general conditions, the parties agree that the French courts will have exclusive jurisdiction to judge the matter, unless mandatory procedural rules to the contrary exist.

25. Mediation

Each Member has the right to have free recourse to a consumer mediator with a view to the amicable resolution of any dispute relating to the execution of these presents which opposes him to The Food Assembly!, under the conditions provided for in articles L611- 1 et seq. and R612-1

et seq. of the Consumer Code.

To this end, he or she may contact the following consumer mediator:



Center of the Mediation of Consumption of Justice Conciliators (CM2C) Postal
address: 49 Rue de Ponthieu, 75008 Paris
Email address: cm2c@cm2c.net

<https://www.cm2c.net/>

In the event of a complaint possibly made by a European consumer, who has not found an amicable solution with the customer service of The Food Assembly!, said consumer may use the European consumer law dispute resolution platform accessible to the following URL address:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show lng=FR>

Appendix 1 – Withdrawal form

To the attention of:

The Hive that says Yes!

Chez Deskopolitan - 226 boulevard Voltaire - 75011 Paris (France)
Email address: support@lrqdo.fr

I hereby notify you of my withdrawal from the sales contract relating to the following order:

Name of Member(s):

Address of Member(s):

Signature of the Member(s):

(only if this form is notified on paper)

Date :