

TERMS OF SERVICE OF RENDEZ-VOUS FACILE WEB SITES

These conditions have been translated from the French version, which is the only one with legal validity. This means that any query or doubt towards the meaning should be checked against the French conditions.

The use of the site accessible through www.rendezvousfacile.com and www.appointmentseasy.com (here after the SITE) is submitted to the acceptance of the actual General Conditions of Use, which define the relationship between the subscribers of this service (here after « SUBSCRIBER » or « the SUBSCRIBERS ») and the RENDEZ-VOUS FACILE company.

RENDEZ-VOUS FACILE grants itself the right to alter at any time the content of the actual General Conditions of Use, without notice, nor allowance. All modification will be granted an immediate application.

Any later connection to the SITE brings to the automatic approval of the SUBSCRIBER to the entire actual General Conditions of Use which will be of contractual value towards him.

The SUBSCRIBER is therefore advised to regularly refer to the last version of the General Conditions of Use.

The SUBSCRIBER commits himself to abide to the General Conditions of Use, in its entirety, without modifying them.

Article 1 : Definitions

It is meant by:

- SERVICE the system of agenda management and of appointment management accessed on the SITE,
- SUBSCRIBERS the people registered on the SITE in order to use the SERVICE,
- PROFESSIONALS, the professional subscribers – or their authorized agents – using this SERVICE in order to manage the appointments linked to their professional activity. The General Conditions of Use act as subcontract between RENDEZ-VOUS FACILE and the PROFESSIONAL.

The SERVICE is not for call centres, entities working for PROFESSIONALS. A service is being developed with regard to this. The latter are invited to contact RENDEZ-VOUS FACILE through the contact form of the SITE.

- USERS, the subscribers using the SERVICE to take appointments with PROFESSIONALS. USERS can be physical or moral people desiring to meet the PROFESSIONALS to inform about their products and/or services which they are marketing and/or distributing and/or representing.

A PROFESSIONAL can as well be, if desired, a USER of the Service with purpose of taking an appointment with other PROFESSIONALS.

Article 2 : Informations légales

2.1 The hierarchical structure of pages of this SITE is published by SARL RENDEZ-VOUS FACILE with capital of 74,000 Euros, registered at RCS of Paris under n° 500 974 167, (SIREN N° 500 974 167) where the headquarters are located 111, Avenue Victor Hugo 75784 Paris Cedex 16. Phone: 0892438738.

The Publishing Director for hierarchical pages of the SITE is Mr. Grégory BUSCAIL.

2.2 RENDEZ-VOUS FACILE company manages for the SUBSCRIBERS, a service for storing signals, texts, images, and sounds or messages of any nature supplied by SUBSCRIBERS according to article 6 I 2 of Law n°2004-575 of 21st June 2004.

The servers are located at OVH which headquarters are at 2 rue Kellermann - BP 80157 - 59100 Roubaix - France.

Article 3 : Aim of SERVICE

The SERVICE aims to allow PROFESSIONALS to manage their agenda online and other USERS to take appointments with the PROFESSIONALS.

The SERVICE only fulfils an intermediary technical role which allows creating relationship between USERS and PROFESSIONALS who are the data controllers under the RGPD..

The SERVICE is neither an online consultation site nor a system to deal with medical emergencies.

Stored data for use by the SERVICE about SUBSCRIBERS (available schedules of PROFESSIONALS, work locations, specialities and contact details of USERS...) are those which have exclusively been provided by SUBSCRIBERS or at their request in accordance with their instructions..

The SERVICE is made of an appointment management matrix and of a messaging service between USERS and PROFESSIONALS.

RENDEZ-VOUS FACILE grants itself the ability to amend the functions of the SERVICE.

The SERVICE is only available for use to SUBSCRIBERS after opening an account in conformity to the admission procedure settled on the SITE. This account is personal and unstopable.

Article 4 : Personal information

4.1 SUBSCRIBERS are invited, while using the SERVICE to communicate Personal Information with regard to them.

This information is intended for use by RENDEZ-VOUS FACILE entirely aiming at implementing the SERVICE, offered by the SITE and information about SUBSCRIBERS about the SERVICE (by mean of newsletters published by RENDEZ-VOUS FACILE).

This information can be preserved during the membership period. At the end of this period, they will be entirely deleted from the files of RENDEZ-VOUS FACILE in spite of the extracts which may appear in the archives of PROFESSIONALS. Data exchanged between USERS and PROFESSIONALS as part of the messaging service between USERS and PROFESSIONALS will be at most kept for six months.

On the other hand, concerning electronic data identification (IP addresses), they are preserved over a period of 12 months from the time that they are gathered and are then made anonymous.

Information relating to USERS will be transmitted to PROFESSIONALS for the purpose of appointment management.

RENDEZ-VOUS FACILE is not under any obligation towards SUBSCRIBERS concerning the storing of data and information of any nature and is not held responsible for any storage error. To prevent such errors, SUBSCRIBERS must ensure the preservation of data and information.

RENDEZ-VOUS FACILE grants itself the right to place limits to the use of the Service, and namely to settle :

- a maximum number of SUBSCRIBERS having access to the Service;
- a maximum memory space per SUBSCRIBER;
- a maximum time duration for the data preservation, or of any other information;

After a period of 1 month, if the PROFESSIONAL has completed 100 appointments made through this SERVICE, during that period, information relating to this PROFESSIONAL will be made available to USERS for use in the multi - criterion database (specialization, localization...) of PROFESSIONALS used to manage appointments.

RENDEZ-VOUS FACILE is committed to a continuous process of data protection for its SUBSCRIBERS, in compliance with the Data Protection Act of 6 January 1978 and the General Data Protection Regulation of 27 April 2016 (RGPD).

In respect to the agreement of SUBSCRIBERS after subscription, some data (excluding data related to the use of this SERVICE) can be transmitted to the commercial partners of RENDEZ-VOUS FACILE. This agreement can be modified at any time by the SUBSCRIBER on his profile on the SITE.

In accordance to Acts 39 and 40 of law n°78-17 of 6th January 1978, as amended and relating to the protection of individuals with regard to the data processing, to files and freedom, the SUBSCRIBER has the possibility to access, alter and delete any personal information regarding him. A tool for the management of these personal data is made available to the SUBSCRIBER. To exert this right, the SUBSCRIBER can access his profile on the SITE, then modify or delete information.

The SUBSCRIBER is advised that, without some personal data with regard to him, or if these data are incomplete or erroneous, the use of this service is made impossible. These data are set to be compulsory in the subscription form and marked with an asterisk.

RENDEZ-VOUS FACILE commit itself in accordance to law 78-17 of 6th July 1978 as amended and relating to data processing, files and individual liberties concerning data gathered and stored from SUBSCRIBERS. The SITE has been duly declared and

registered at the Commission Nationale de l'Informatique et des Libertés (CNIL : The French Personal Data Protection Authority) under number 1265053.

4.2 PROFESSIONALS commit themselves to remain in accordance to law 78-17 of 6th July 1978 relating to data processing, files and liberties concerning data gathered and stored. They commit themselves namely to watch over the declarations, namely towards the CNIL (or equivalent in other countries), intimately to their professional practice. It is up to the PROFESSIONAL to provide the information to the persons concerned by the processing operations at the time of the data collection when it is carried out directly by the PROFESSIONAL.

4.3 SUBSCRIBERS are advised that the SERVICE does not allow storing of personal health-related data as defined by the Code of Public Health.

4.4 Cookies

RENDEZ-VOUS FACILE grants itself the right, for the good use of the SERVICE, to place "cookies" on the computer of SUBSCRIBERS and to access them, RENDEZ-VOUS FACILE uses these cookies to ensure the good management of sessions of SUBSCRIBERS about their profile and/or to personalize insertion of advertisement banners on the SITE.

SUBSCRIBERS can nevertheless use the means which allow them to setup the browser in order to cancel or refuse the insertion of cookies; some services or options will then therefore be out of reach.

If you don't want to use cookies, we suggest you follow the instructions for deleting existing cookies and disabling future cookies on allaboutcookies.org. To individually manage your cookies, you can visit youronlinechoices.com.

However, SUBSCRIBERS are advised that the activation of cookies allows them to benefit fully of the Service. RENDEZ-VOUS FACILE advises therefore to leave them active to benefit of a full browsing access on the Service.

The SUBSCRIBER is advised that while clicking on advertising banners leading to sites placing advertisements on the SITE or simply while visualizing such advertising banners, cookies can be placed on your hard disk by companies publishing these advertisements. RENDEZ-VOUS FACILE has no access to these cookies or other functions that these companies can be using. The use of such cookies relates to the management policy of personal data of these companies that SUBSCRIBERS are invited to read. Under no circumstances do we provide them with personal information transmitted by SUBSCRIBERS.

Article 5 : Confidentiality, Security

RENDEZ-VOUS FACILE will ensure the encryption of:

- the whole of exchanged data on the SITE (client-server communication) using the communication protocol SSL (optional for some countries/activities),
- data exchanged between USERS and PROFESSIONALS while using the messaging service.

In the event of a breakdown or of a virus affecting the reliability of the encoding system, RENDEZ-VOUS FACILE commits itself to restore the privacy conditions of the SITE as soon as possible.

RENDEZ-VOUS FACILE notifies the PROFESSIONAL by email any violation of personal data within a maximum of 72 hours after having discovered it. This notification is accompanied by any useful documentation to allow the PROFESSIONAL to notify this violation to the competent supervisory authority if necessary.

RENDEZ-VOUS FACILE commits itself to ensure a secure access to the SITE by a system of user identification/ password with reminder in case of forgetfulness.

Access to the SITE is personal and unstopable. The SUBSCRIBER is the sole responsible for the use of his/ her password and of the User Identification. Consequently, the responsibility of RENDEZ-VOUS FACILE will not in any case be committed in case of fraudulent access to the SITE by another individual using the password or User Identification of the SUBSCRIBER.

Article 6 : Obligation of SUBSCRIBERS

Minors cannot subscribe without the agreement of individuals bearing their parental authority on the said minor. The use of the SERVICE stays moreover under the entire responsibility of people bearing the parental authority of the said minor.

SUBSCRIBERS commit themselves to abide to the General Conditions of Use. In the event of failure to these obligations, RENDEZ-VOUS FACILE grants itself the possibility to prohibit total or partial access to the SUBSCRIBER of the SERVICE in the conditions of article 8.

SUBSCRIBERS commit themselves to provide exact information on their subscription form and to update them regularly.

SUBSCRIBERS commit themselves to abide to the following SERVICE cancellation rule or modification of appointment: cancellation or modification of an appointment can be done at any time by the PROFESSIONAL and by the USER on the SITE up to 60 minutes before the appointment time. Beyond this, cancellation or modification must be done by phone.

6.1 Obligation of PROFESSIONALS

PROFESSIONALS are the sole responsible for any legal, regulatory, professional and/or deontological obligation that will be required by subscribing to the actual general conditions which come into effect as from the subscription time of the PROFESSIONAL.

Stored data for use by the SERVICE concerning PROFESSIONALS (available schedule, place of work, specialities, description of services...) are those which have been provided by PROFESSIONALS under their sole responsibility and respectful of their legal obligations, rules, professionals and/or deontological obligations.

Generally speaking, PROFESSIONALS remain responsible for the management of their appointment book/agenda and the sole responsible for late cancellation of appointments, for lateness and long waiting period undergone by USERS.

PROFESSIONALS preserve the ability to use any other tool for making appointments and namely taking appointments by phone, namely in the event of emergency service.

PROFESSIONALS are advised that they will, except in instance of the deactivation of the corresponding option, be notified of appointments of a new USER. It is meant by new USER, a USER taking an appointment for the first time with the PROFESSIONAL.

PROFESSIONALS will have, in respect however of their deontological obligations, the possibility to refuse to deal with the demand of some USERS.

PROFESSIONALS of the health sector are advised that the SERVICE is not a service for telemedicine, remote prescription, remote medical monitoring and remote archiving of individual health data but only an online service of appointment planning management and for taking appointment.

PROFESSIONALS are advised that USERS can be physical or moral people desiring to present products which they are marketing for and/or distributing and/or representing to PROFESSIONALS.

The PROFESSIONAL is the sole responsible for messages that he transmits to USERS for use by the mailbox service. The PROFESSIONAL commits himself to only mention required information for taking appointments excluding personal health-related data.

The PROFESSIONAL commits himself not to defame, insult, harass or threaten whoever, nor violate the rights of a third party.

Generally speaking, the PROFESSIONAL guarantees RENDEZ-VOUS FACILE against all claims, compensations, means and actions that may be brought or claimed by a USER or a third injured party by (i) the transmission of these messages and/ or (ii) the use of the SERVICE.

6.2 Obligation for USERS

The USER commits himself to attend all appointments taken with PROFESSIONALS and to inform PROFESSIONALS, by use of tools intended for this purpose, for the need of cancellation or modification of appointments.

In such instance where a USER, does not attend an appointment, the PROFESSIONAL will have the possibility to make it known to the SERVICE.

The USER is the sole responsible for messages transmitted to PROFESSIONALS for use by the mailbox service. The USER commits himself to only seize required information for making appointments excluding personal health-related data.

The USER commits himself not to defame, insult, harass or threaten whoever, nor to violate the rights of a third party.

Generally speaking, the USER guarantees RENDEZ-VOUS FACILE against all claims, compensations, means and actions that may be brought or claimed by a PROFESSIONAL or a third injured party by (i) the transmission of these messages and/ or (ii) the use of the SERVICE.

The USER who is a physical or moral person desiring to meet the PROFESSIONAL in order to present products and/or services which they are marketing for and/or distributing and/or representing commits himself to subscribe as such during subscription process.

The USER is advised of that the PROFESSIONALS will have, in respect however of their deontological obligations, the possibility to refuse to deal with the demand of USERS.

Article 7 : Guarantee exclusion

SUBSCRIBERS are advised that the SERVICE only fulfills a technical intermediary role which allows bringing USERS and PROFESSIONALS into relationship.

RENDEZ-VOUS FACILE does not certify that PROFESSIONALS own the qualification, which corresponds to the requirement of the USER. Consequently, RENDEZ-VOUS FACILE will not be liable for any injury done to the USER resulting from errors made by PROFESSIONALS for any realized and rendered service by the latter, namely consultations, advices, manipulations, treatment, care, prescriptions, surgical operations...

Connection to the SITE, downloading and obtainment, in any manner that there may be, of materials when using the SERVICE, brings the SUBSCRIBER in such instances to be liable of the risks and dangers. The liability of RENDEZ-VOUS FACILE will not be committed in case of damage or loss undergone by the SUBSCRIBER 's computer.

All omissions or errors made by PROFESSIONALS while seizing or transmitting information relating to their available schedule as well as all errors made by USERS while seizing or transmitting information relating to making appointments, will result in upsetting the reliability of the tool for making appointments. Consequently, RENDEZ-VOUS FACILE does not certify to the USER that the available schedules proposed by the tool for making appointments corresponds to the time schedules truly available in the chosen PROFESSIONAL 's calendar.

Generally speaking, PROFESSIONALS remain responsible for the management of their appointment calendar. Consequently, RENDEZ-VOUS FACILE will not be liable neither for late appointment cancellation, lateness and long waiting period undergone by USERS.

PROFESSIONALS can, in respect of their deontological obligations, have the possibility to refuse to deal with the demand of some USERS. Consequently, RENDEZ-VOUS FACILE denies all liability on the basis of an opposed refusal by a PROFESSIONAL dealing with the USER.

RENDEZ-VOUS FACILE will not be liable for late cancellation of appointment, lateness and long waiting period that PROFESSIONALS can be subject of from USERS.

RENDEZ-VOUS FACILE does not provide to USERS any implicit guarantee that will not expressly result of the actual General Conditions of Use.

Article 8 : Interruption, suspension and ceasing of the SERVICE

8.1 SUBSCRIBERS declare being aware of the characteristics and limits of telecommunication and electronic communication networks which include the Internet network (further in "the Networks") as well as technical performances and the inherent response time to this network to consult, question or transfer these information.

Without prejudice of the interruption possibilities mentioned in articles 8.3 and 8.4, RENDEZ-VOUS FACILE commits itself to take all measures of optimal and technical

nature to solve as soon as possible any interruption, suspension or difficulty of connection to the system and will take all necessary provisions so that such dysfunctions do not happen again.

SUBSCRIBERS commit themselves to communicate to RENDEZ-VOUS FACILE any information relating to dysfunctions they would meet while using the SERVICE.

8.2 RENDEZ-VOUS FACILE grants itself the option as wished to temporarily interrupt the SITE, without notice or allowance, in order to perform repairs, modifications, adaptations or improvement to the SERVICE. In such instance, RENDEZ-VOUS FACILE commits itself to interrupt the SERVICE only for the time strictly necessary for the completion of these processes.

RENDEZ-VOUS FACILE can as well cancel the availability of the SERVICE on request of a judicial authority or on request of a person who justifies a legitimate interest.

RENDEZ-VOUS FACILE will not in any case be held responsible for suspensions, interruptions and consecutive connection difficulties due to a faulty operation of Networks that are not under their control.

SUBSCRIBERS declare to be aware that suppliers of materials, software, and telecommunication infrastructures used in these fields, do not provide in no circumstance an absolute guarantee of the good operation of their products or services. Consequently, RENDEZ-VOUS FACILE will not be liable for connection difficulties to the SITE and to the SERVICE charged to the infrastructures or technologies developed by these third parties.

8.3 The SUBSCRIBER acknowledges to RENDEZ-VOUS FACILE the right to cancel access to the service concerning the user identification and/or password, namely in the following instances:

(a) in instance of lack of use of the SERVICE by the PROFESSIONAL which comprises of less than 100 appointments taken over a period of 3 months. In such instance, RENDEZ-VOUS FACILE will propose to the PROFESSIONAL to receive a copy of the calendar in CSV format before the cancellation of the SERVICE. If such an option is not approved by the PROFESSIONAL, within a period not exceeding 90 days of the proposal of RENDEZ-VOUS FACILE, the latter grants itself to destroy the whole of corresponding data.

(b) if the USER does not attend more than 3 appointments without cancellation and indicated as such over a sliding year and/or if the required data found in the subscription form are missing or erroneous.

(c) when RENDEZ-VOUS FACILE strongly believe that a SUBSCRIBER has violated or acted in contradiction with the letter or the spirit of the actual Conditions of Use; namely when the information of the SUBSCRIBERS' profile are revealed to be untrue.

8.4 The definite suspension of the SERVICE can intervene without notice. RENDEZ-VOUS FACILE will propose nevertheless to the PROFESSIONAL to receive a copy of the calendar in CSV format before the definite suspension of the SERVICE. If such an option is not approved by the PROFESSIONAL, within a period not exceeding 90 days of the proposal of RENDEZ-VOUS FACILE, the latter grants itself to destroy the whole corresponding data.

Article 9 : Assistance to SUBSCRIBERS

RENDEZ-VOUS FACILE has established a list of answers to frequently asked questions on the SITE, relating to the use of the service available.

RENDEZ-VOUS FACILE does not ensure SUBSCRIBERS to provide any assistance that will not expressly result of the actual General Conditions of Use.

Article 10 : Intellectual Property

The pages of the SITE, the databases, texts, logos, graphics and software found on the SITE are protected by the intellectual property right, namely copyright, neighbouring rights, trade-mark law. Rendezvousfacile.com is a registered trademark.

The rights which are referred above are exclusively owned by RENDEZ-VOUS FACILE or by a third party when it concerns the hypertexts links.

Consequently, all use, reproductions, representations, transmissions, distributions or modifications, without the written agreement of RENDEZ-VOUS FACILE, of all or part of the transmitted elements referred to above, are forbidden and will be liable of prosecution.

Article 11 : Financing the SERVICE

SUBSCRIBERS are advised that, depending on the options subscribed, the SERVICE is financed by the SUBSCRIBER and/or by advertisement, banners and inserts that can be found on the pages of the SITE.

Advertising spaces are clearly identified by the pictogram named "advertisement" next to the advertising banners or by the wording "public information" or "release" next to a text.

These advertisements can be shown in different ways:

- Banners, Skyscrapers, block, sponsored links... (Classical web advertising formats),
- Sponsorship of parts of the SITE,
- Editorial published texts (Up-labelled official statement or public information)

SUBSCRIBERS are advised of the following:

(a) the SITE can contain hypertext links leading to other WEB sites published by third parties. RENDEZ-VOUS FACILE does not bear any direct or indirect liability in the event that these sites can contravene the legal provisions into force, or will cause damage to SUBSCRIBERS or to third parties.

(b) their exchanges or business relationships with advertising publishers found on the SITE or their participation in promotional operations with identified publishers through the SITE, as well as payment and delivery of goods and services as well as all the conditions, guarantees, mandates linked to these transactions, concern only SUBSCRIBERS and such advertising publishers.

SUBSCRIBERS acknowledge that RENDEZ-VOUS FACILE cannot, in no circumstance, be liable for losses or of any damage resulting of such transactions or for the presence of such advertising publishers on the SITE.

Article 12 : Duration

SUBSCRIBERS can deregister at any time by e-mail or by post.

In respect to the provisions of article 8 and of the eventual deregistration of SUBSCRIBERS, the actual General Conditions of Use commit the parties for an unspecified duration.

Provisions of articles 7 and 8 will subsist at deregistration to the SERVICE and up to cancellation and/or at the ceasing of the SERVICE.

However USERS "inactive" for 5 years (that is, without using the SERVICE or connecting to the SERVICE) will have their account deleted automatically.

Article 13 : Optional paid services

13.1 The SUBSCRIBER can subscribe to optional paid services that will be able to enrich themselves of new options.

By subscribing to the paid option, the SUBSCRIBER accepts the immediate start of contract fulfilment according to article L121-20-2 of the French Consumption Code.

The SUBSCRIBER can, up to the amount by which his/ her account has been credited, take hold during an unspecified duration, terminable on the SITE as from exhaustion of credit of the prepaid account, of these optional services of which the price excluding taxes is shown on the SITE during subscription of the option.

Activation of the rechargeable prepaid account is initiated when credit including taxes is purchased. It belongs to the SUBSCRIBER to watch from the SITE and ensure himself that his rechargeable prepaid account is sufficiently credited so as not to expose himself to a cancellation of these options. The SUBSCRIBER is advised to become aware of the costs of the optional service at each recharge of the prepaid account.

The SUBSCRIBER cancelling his registration to the SERVICE will make sure to exhaust his prepaid account under the subscribed options.

13.2 Amongst these services, the SUBSCRIBER can opt for the sending SMS option either for appointment reminder or for other immediate/scheduled SMS.

a) The PROFESSIONAL can opt for the personal taking in charge of the SMS cost addressed to the USER.

Provision of this service is ensured, on behalf of RENDEZ-VOUS FACILE, by society Moby France. Counting the number of SMS passing over through RENDEZ-VOUS FACILE is done by this company and by RENDEZ-VOUS FACILE. The PROFESSIONAL accepts that these recordings are used as proof between the parties.

b) In the event where the PROFESSIONAL had not chosen to personally bear the costs of SMS, the USER can subscribe to the SMS appointment recall option which will then be charged to him.

Provision of this service is ensured by Moby France. The number of SMS passing over through RENDEZ-VOUS FACILE is calculated by this company and by RENDEZ-VOUS FACILE. The PROFESSIONAL accepts that these recordings are used as proof between the parties.

13.3 Each SMS consumed will be charged by RENDEZ-VOUS FACILE, according to the published rate on the SITE, which applies as from the date of subscription to the optional service or of the recharge of the prepaid account by the SUBSCRIBER.

The SUBSCRIBER will have the possibility to file a claim about this calculation by electronic mail on the SITE within a period not exceeding 15 days as from the recording of the disputed transaction from the online count.

It is specified that an SMS will be considered "consumed" as from when the sent order will be made by RENDEZ-VOUS FACILE to companies previously named independently of the effective receipt.

13.4 The PROFESSIONAL can as well choose to receive an extract of his appointment calendar by fax according to types (content, cover, periodical...) described in the options of PROFESSIONAL.

Provision of this service is ensured, on behalf of RENDEZ-VOUS FACILE, through Popesco Company (managing Popfax service). The number of faxed pages counted passing over through RENDEZ-VOUS FACILE is calculated by this company and by RENDEZ-VOUS FACILE. The PROFESSIONAL accepts that these recordings are used as proof between the parties.

The PROFESSIONAL will have the possibility to file a claim about this calculation by electronic mail on the SITE within not more than 15 days as from the subscription of the disputed transaction on the history details showed online.

Each fax sent will be charged by RENDEZ-VOUS FACILE, according to the published rate on the SITE applicable at the subscription date of the optional service or the recharge of the prepaid account by the PROFESSIONAL. It is specified that a fax will be considered as "sent" as soon as the sent order is passed by RENDEZ-VOUS FACILE to Popesco Company, independently of its effective receipt.

13.5 The PROFESSIONAL can as well choose to benefit from phone permanence services as described in the options of PROFESSIONAL.

Provision of this service is ensured, on behalf of RENDEZ-VOUS FACILE, by phone permanence partners of RENDEZ-VOUS FACILE. These companies are required to respect the obligations of these General Conditions of Use for the account and according to the instructions of the PROFESSIONAL. The number of calls invoiced is calculated by RENDEZ-VOUS FACILE. The PROFESSIONAL accepts that these recordings are used as proof between the parties.

The PROFESSIONAL will have the possibility to file a claim about this calculation by electronic mail on the SITE within not more than 15 days as from the subscription of the disputed transaction on the history details showed online.

Each call will be charged by RENDEZ-VOUS FACILE, according to the published rate on the SITE applicable at the subscription date of the optional service or the recharge of the prepaid account by the PROFESSIONAL.

13.6 The PROFESSIONAL may also select the Pro Account type. This account type provides access to a number of services and options as described in the options of the PROFESSIONAL like bookings management by the PROFESSIONAL. Any month started is due completely and will be charged the first day of each month after the 1st month of subscription.

13.7 The PROFESSIONAL may also select the Premium Account type and choose and not have to display advertising on its professional interface. This account type also

provides access to a number of services and options as described in the options of PROFESSIONAL. Secured SSL access to his professional interface is also included when not already by default for the country/activity. Any month started is due completely and will be charged the first day of each month after the 1st month of subscription.

13.8 The PROFESSIONAL can choose the option to give access to other PROFESSIONALS, authorized agents, in addition to the one allowed by default. Any month started is due completely and will be charged the first day of each month after the 1st month of subscription.

13.9 The PROFESSIONAL may also select a visibility option as described in its options PROFESSIONAL. These options allow you to access a number of services options as described in the options of PROFESSIONAL such as the ability to add a button "Book an appointment" in some directories. The implementation of these options may take up to 7 days. Any month started is due completely and will be charged the first day of each month after the 1st month of subscription. Provision of this service is ensured, on behalf of RENDEZ-VOUS FACILE, by partners of RENDEZ-VOUS FACILE. The PROFESSIONAL will therefore agree with the Terms and Conditions of the partner considered by the option.

Article 14 : Severability

If any of the provisions of the actual Conditions is declared as being invalid by a qualified court, the said provision will cease to apply, without affecting other provisions of the Conditions, which will keep all their strength and accessibility.

Article 15 : Rights and litigation

Unless otherwise required by applicable law, this Terms of Services and any matters relating to them, including all disputes, will be governed by the laws of France and be settled in the courts of Paris (France).

The Parties may agree to resolve their dispute in accordance with Directive 2013/11/UE of the European parliament and of the council of the 21 may 2013 on alternative dispute resolution for Consumer disputes and the Regulation (EU) No 524/2013 of the European Parliament and of the council of 21 May 2013 online dispute resolution for Consumer disputes. The ODR link is <http://ec.europa.eu/consumers/odr>.