



THE BEST OF BRITISH WITH A FRENCH TWIST

Access to the Website and Services

Due to the features and disadvantages of the Internet network, the Company declines any and all responsibility for the possible consequences of the connection of a User and/or Chef to the Website via a faulty internet network. Because the Internet does not guarantee the security, availability and integrity of data transmission, the Company will not be liable for errors, omissions, deletions, delays, malfunctions (including due to viruses), communication lines, computer hardware and software on which the Company has no control over in case of unauthorized use or degradation of any content published on the Website.

The Company uses its best efforts to maintain the smooth operation of the Website. However, it declines any and all responsibility for the technical contingencies related to the operation of the Website that are beyond its control (for example: loss of a hard drive, server crash, technical defect or network busyness preventing a User from logging in, force majeure and/or any incident that would jeopardize the integrity of the data stored on equipment), nor the direct or indirect consequences that may arise from his personal, professional or commercial activity.

The Company may modify the features of its services at any time without notifying the Chefs and/or Users but ensuring through its best efforts that there is no break in the potential transactions and reservations of Services in progress.

The Company may terminate the service, or temporarily or permanently interrupt access to all or part of the Website (including for technical reasons). To the extent possible, the Company will notify all Users and Chefs via a communication available on the Website (in the "blog" insert), its only obligation in such cases being to make its best efforts to ensure that there is no break in potential transactions and reservations of Services in progress.

In all the cases listed above, the responsibility of the Company will not be engaged.

Using the Website

1. Use

It is forbidden to violate or attempt to violate the security or integrity of the Website and in particular to:

- implement any action that would endanger or interfere with the proper functioning of the Website or any purchase made on the Website,
- Implement any action requiring unreasonable or disproportionately large loading on the Website's infrastructure,
- access, or attempt to access, data that is not intended for viewing by the User and/or Chef or,
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- penetrate, or attempt to penetrate, into a server or Personal Account to which the User and/or Chef is not authorized to access.

It is forbidden to make any "framing" operation (incorporation of a web page from another Website within one's own Website) or to create a "mirror Website" that virtually replicates the Website, without the express authorization of the Company, or to include, in any offer of Service or any profile, a hypertext link referring to a third party Website.

The Company is not bound by any general obligation to monitor the information and content available on the Website nor to any general obligation to look for facts or circumstances revealing illicit activities.

In general, all elements relating to the respect of certain moral and regulatory values contained in article 3 below apply to the use of the whole Website and the following provisions are expressly brought to the attention of the User and/or the Chef:

By using this Website, the User and/or Chef shall refrain from:

- disseminating content that is harmful, defamatory, unauthorized, malicious, that infringes privacy or image rights, encourages violence, racial or ethnic hatred;
- using the Website for political, propaganda or proselytism purposes; publishing advertising or promotional content;
- disseminating information or content likely to offend the sensitivity of the youngest;
- carrying out illegal activities, in particular infringing the rights of third party software, marks, photographs, images, texts, videos etc. ;
- using a defamatory, malicious log-in that infringes privacy laws, that encourages violence, racial or ethnic hatred.

The Company shall not be held liable for any damage whatsoever, whether direct or indirect, resulting from the use of this Website.

2. Liability

The performance of a Service is solely the result of an agreement between a User and a Chef. The latter shall act under their sole and absolute responsibility. As such, the performance of a Service does not bind the Company in any way whatsoever. The role of the Company is exclusively the connection of a User and a Chef.

Any claim relating to a Service will be made through email to Info@lefrog.co.uk or by Phone on 03333 012349. The Company shall use its best efforts to assist the User

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and/or the Chef with finding an amicable solution to the dispute, this obligation being a simple best efforts obligation.

The Company can not be held liable for any direct or indirect damage resulting from the use of the Website (including loss of data, opportunity, reputation) or the impossibility of accessing it, the use of any content on the Website, including content posted by other Users, any failure, error or interruption of the Website, or any computer virus transmitted through the network.

Furthermore, the Company can not be held responsible for the consequences resulting from the violation by a User and/or Chef of these Terms. Thus, the User and/or Chef undertakes to indemnify the Company in the event of action brought by third parties, or the Company's conviction resulting in fact from the User and/or Chef.

3. Exchanges between Users and Chefs

This article applies to all the spaces of exchange between Users and/or Chefs and the spaces of comments by the Users and/or Chef, present on the Website, and in particular (without limitation) the "Blog" and The "Forum" (the "Exchange Spaces"). Any comments made or other data in any form whatsoever posted by the User and/or Chef on the Website are their sole responsibility. As such, the Company reserves the right to remove any content, data, information or offer that is manifestly illegal or inappropriate from the Website (and in particular from the Exchange Spaces) of which it is aware, to suspend or cancel the registration of the User and/or Chef concerned definitively and without notice.

The suspension and/or removal of any User and/or Chef from the Website will result in the retention of the amount owed by the User and/or Chef to the Company in respect of the Services reserved and the payment by the Company of any excess amount to the User.

In particular, the Company will moderate Exchange Spaces retrospectively and may choose to remove from these Exchange Spaces the contents that it will deem unreasonable, inappropriate, or presenting features as described below. Any comments posted online by a User on the Website (and in particular on an Exchange Space) may therefore be deleted by the Company retrospectively according to the aforementioned criteria. The Company will not make any prior moderation of the contents published by the User and/or the Chef on these Exchange Spaces. The control, if any, shall be carried out only after the event.

The Company is not bound by law or any general obligation to monitor the information and content available on the Website (and in particular the Exchange Spaces), Nor to any general obligation to investigate facts or circumstances revealing illicit activities.

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The User agrees to abide by the usual principles of use of discussion systems, and in particular to prohibit any item in the following list (non-exhaustive list):

- contrary to public order and good morals,
- abusive, defamatory, racist, xenophobic, homophobic, revisionist, or damaging to the honour or reputation of others,
- inciting discrimination, hatred of a person or a group of persons because of their origin, sexual orientation, membership or non-membership to an ethnic group, nation, race or a determined religion,
- threatening a person or group of people,
- unlawful content,
- content degrading or harmful to the human person or to his integrity,
- inciting to commit an offence, a crime or an act of terrorism or defending war crimes or crimes against humanity,
- inciting suicide,
- allowing third parties to obtain, directly or indirectly, pirated software, software serial numbers, computer software for hacking and intrusion into computer and telecommunication systems, viruses and other logical bombs and in general any software or other tool allowing to infringe the rights of others and the security of persons and property in violation of the privacy of correspondence,
- confidential by virtue of a legislative measure or legal act relating to data processing, files and freedoms (including internal, privileged, insider trading or trade secret information), or
- concerning other Users for inappropriate or unlawful purposes such as unsolicited solicitation, sending proposals to participate in lotteries or contests, chains of letters, or any other matter that is not reasonably related to the use of the Website activity of the Company.

The User and/or the Chef undertakes to inform the Company of any abuse or presence on the Website (and in particular on the Exchange Spaces) of the elements mentioned above.

The Company reserves the right to keep records of the exchanges made on the Website (and in particular the Exchange Spaces) between Users and/or Chefs for further examination.

The Company is not responsible for the content of the Websites accessible by links inserted by Users on its Website (and especially on the Exchange Spaces). It is the responsibility of Users and/or Chefs to take all necessary precautions to ensure that the components that it chooses to use are free from viruses, worms, Trojan horses or any other elements that may damage its equipment or to any one of its components. In no event shall the Company be liable to any person for any direct, indirect, special or other damages resulting from the use of third party Websites. It is also up to Users and/or Chefs to take the necessary precautions to ensure that no link to another Website is inserted. Otherwise, and without prejudice to the

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legal provisions mentioned above, the Company reserves the right to remove any link or content that contravenes the provisions of this article.

Charter on Intellectual Property Rights

1. Intellectual property

LeFrog.co.uk and each of its components (such as trademarks, images, texts, videos, etc.) are protected under intellectual property, including but not limited to:

- Trademarks and logos: "Le Frog" as well as the brands and logos of its partners (in particular "Le Frog HQ Ltd") are protected by appropriate registrations with the competent authorities.
- Websites: All the texts, images, icons, drawings, graphics, photographs, programs and other components of the Websites are the property of the Company or its partners and are protected by copyright law.
- Any commercial or non-commercial use of images, texts, icons, drawings, graphics, photographs, programs and other components of the Websites without the prior written consent of the Company or its partners is strictly prohibited.

The Website's architecture, trademarks, domain names, databases, software, content and all other elements composing the Website, without this list being exhaustive (hereinafter the "Protected Elements"), are the exclusive property of the Company. These Terms do not entail any assignment of intellectual property rights attached to the Website or the Protected Elements.

The User and/or Chef shall refrain from any action likely to infringe, directly or indirectly, the Company's intellectual property rights or, as the case may be, the rights of third parties on the Protected Elements.

The use, reproduction, transmission, marketing or creation of derivative works on the basis of the Protected Elements without the prior written consent of the Company is strictly prohibited and may be sanctioned for infringement.

The User further agrees not to access or attempt to access the Website by any means other than the Website interface provided by the Company, nor to undertake any activity that would hinder or disrupt the provision of the Services by the Company.

The development of this Website has involved significant investments and joint work by the Company's team. For this reason, and except as expressly provided herein, no right other than that of consulting the Website for a strictly personal and private use is authorized by the Company.

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Any use, reproduction or representation of the Website (in whole or in part) or the elements that compose it, on any medium whatsoever, for other purposes, and in particular commercial purposes, is not authorized.

In the case of any content disseminated by Users and/or Chefs (notably on Exchange Spaces), any act of infringement or likely to be qualified as such by a third party and for which the User and/or Chef would have knowledge shall be denounced to the Company which will take steps for prosecution. The Company declines all responsibility in the event of an infringement action between the Users or more generally in the event of any action for infringement by a third party against a User.

2. Content

For the purposes of these Terms, the "Content" means any information, data or other element posted on the Website by a User or a Chef. In particular, the User and Chefs identification elements and the notes and comments left by the Users will be considered Contents.

The User and/or Chef is solely responsible for the Contents that he places on the Website.

The User acknowledges to grant to the Company a non-exclusive and free licence on the Contents, as and when they are put online, for the whole world and for the duration of protection of the Contents by the applicable laws, for the purpose of their reproduction, representation, exploitation or deletion from the Website, by any means, whatever the contents, the features, the versions and the methods of diffusion of the Website (for example on mobile equipment), it being understood that this licence includes for the Company the right to modify or delete the Content, including for technical reasons, for the purposes of the provision of the Services by the Company and in accordance with the provisions of these Terms.

The User and/or Chef irrevocably assigns to the Company all publications and/or photographs concerning him which may be published by the Company on the Website or which have been transmitted to the Company during the registration on the Website or during the use of the Website. The Company has the right to reproduce, adapt and disseminate these Contents even if the User and/or the Chef closes his account on the Website or is removed from the Website by the Company.

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