

# General Terms and Conditions of Use of the Kang Platform applicable to the Specialists

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## 1. Definitions

*Anomaly:* any failure that significantly and continuously affects the service.

*Specialist account:* account created after the registration of a supplier whose profile has been installed after registration on the Kang platform.

*User account:* account created after the registration of a user on the CocoTarot platform whose profile has been installed after his registration on the CocoTarot platform.

*Force majeure:* Any event due to external causes of an inevitable and unforeseeable nature (including but not limited to: fires, explosions, floods and other natural disasters, strikes or labor disputes of one of the parties and/or of a third part such as a supplier and/or of one of the national operators in Spain or abroad) that prevents the Kang company from performing its contractual obligations in whole or in part. In this way the force majeure must be unimputable, since it comes from a cause entirely beyond the control of the parties; unforeseeable, that is to say that it could not have been foreseen within the ordinary and current calculations; and irresistible, that is to say that it could not have been avoided, not even in the event of opposing the suitable defenses to achieve such objective.

*Service:* service offered by the Kang company through the CocoTarot platform and which allows to connect the user and the Specialist.

*CocoTarot platform:* Technical platform managed by the Kang company and which connects the users and the Specialists.

*Specialist, provider, service provider:* natural person or legal offering a specific service on the CocoTarot platform, in accordance with their skills and in compliance with the General Terms and Conditions of Use applicable to Kang Specialists and accepted at the time of accessing the platform.

*Service:* service rendered by the service provider or Specialist and intended for the user.

*CocoTarot Recharges:* Virtual credit recharges of \$10, \$30, \$50 and \$100 that allow the payment of a consultation that allow the payment of a consultation by phone or chat at a per minute rate with a Specialist.

*CocoTarot Customer Service:* Customer Service that can be contacted by email at [contacto@cocotarot.com](mailto:contacto@cocotarot.com) or by mail addressed to Société Kang: Kang-Customer Service - 45 rue du Cardinal Lemoine 75005 Paris.

*Third Part:* natural or legal person and/or unidentified third part, other than Société KANG, the Specialist or the User.

*User:* natural or legal person who acts as a recipient of the services offered by a Specialist and who has accepted the General Conditions of Use applicable to the User.

## **GENERAL**

### **0. Acceptance of the general conditions of use**

The present general conditions of service define the general framework applicable to users and Specialists. Any use of the domains [www.cocotarot.com](http://www.cocotarot.com) and [masters.cocotarot.com](http://masters.cocotarot.com) is subject to the present general conditions.

The subscription of the user to the offer presented on the site [www.cocotarot.com](http://www.cocotarot.com) is tantamount to full acceptance of these general conditions.

Consequently, the signature and/or validation of the online registration screens implies the acceptance by the user and the Specialist of all the conditions described herein.

Any connection to the service is subject to compliance with the general conditions set out below.

It is worth recalling the provisions of article 1369-4 of the French Civil Code which indicate:

*Whoever proposes via electronic means the provision of a service, makes available the applicable contractual conditions, in such a way as to allow their conservation and reproduction. Without prejudice to the conditions of validity mentioned in the offer, its author remains committed to the offer until such time as it is accessible by electronic means.*

### **0. Description of the service**

[www.cocotarot.com](http://www.cocotarot.com) is a website that makes available to users the services provided by professionals called Specialists. Kang is not a sub-contractor.

The services are provided by telephone or chat with a charge per minute.

The Kang company is in charge of collecting the value of the service provided by the Specialists, debiting the user's account constituted by a recharge in dollars or by a payment by debit or credit card and/or PayPal, all this on behalf of the Specialist and then transferring the corresponding amount of the service.

The Kang company is only a technical intermediary that provides the CocoTarot platform, allowing users to access the services of the Specialists. Kang is not a sub-contractor of the Specialists for the services provided by the latter.

The contractual agreement governing the provision of the services offered by the Specialists to the users only binds the Specialist.

The Kang company does not incur any liability with respect to the intermediation between the user and the Specialist, nor with respect to the conclusion or subsequent execution of the service. The Kang company is only limited to the connection via the CocoTarot platform.

The responsibility of the Kang company can in no way be engaged with regard to the quality of the service, its price, its nature, reliability and/or accuracy.

The user privately negotiates the conclusion and subsequent execution of the service offered by the Specialist.

However, the user may point out to the Kang company any difficulty, poor quality and/or any other problem related to the information provided by the Specialist. The Kang company can only allow the display of comments related to the personal opinion and/or difficulty expressed by the user.

## **0. Access to the service**

The Kang company proceeds with the validation of the Specialist's registration once it has verified the information communicated.

Kang reserves the right to ask the Specialist for additional information, such as all the declarations made to the tax, administrative and social authorities that correspond to his legal status.

The Specialist is informed that by offering his services on the CocoTarot platform or on any other website on a regular basis, he may be subject to tax, administrative and social security reporting obligations.

The Specialist declares being up to date with all the taxes and duties required by law in order to be able to offer their services on the CocoTarot platform.

According to his professional status, the Specialist must contact the relevant tax, administrative and social authorities in order to provide all the information required by the Kang company.

For this purpose, it is recalled that the Specialist may act as a freelance or as a company, in which case it will be necessary to justify his position as a partner.

The Specialist is subject to the respective obligations according to his legal status, in this case registration with the social security authorities or the commercial register. The Specialist must provide the Kang company with all the affiliations with the respective administrative authorities.

Depending on his legal status, the Specialist must provide Kang with a number of mandatory documents:

- Driver License
- W-9 form
- Copy of your banking information

The Specialist who does not provide Kang with these documents may be refused access to the service and/or may not be able to receive payments for his services.

Within the framework of the relationship between the user and the Specialist, Kang is an electronic telecommunications operator that provides the Specialist with technological tools that allow access to the CocoTarot platform from different media equipped with Internet communication.

The Kang company is not responsible for the quality of the communication of the Specialist's telephone line or his internet network, services that are provided by his telephone operator or his internet operator, to which he has subscribed in accordance with the provisions of article L121-83 of the French Consumer Code.

The operating systems provided by the Kang company are offered within the framework of a public internet network and in accordance with the IP protocol. The company Kang does not grant the Specialist the right to use the operating systems which are made available to him only on an individual, non-exclusive and non-transferable basis. The right to use the system only begins when the Specialist has accessed the interface of

the [www.cocotarot.com](http://www.cocotarot.com) site.

It should be recalled that there is no relationship of subordination between the Specialist and the Kang company and that the Specialist must first justify the payment of his social contributions to the Kang company.

The Kang company:

- reserves the right to proceed with the selection of the Specialists who submit their applications, as well as the right to limit the number of registrations depending on user demand, the development of the platform and the technical formalities associated with the administration of the platform.
- reserves the right to request all documents supporting the Specialist's studies and skills (diplomas, certificates of attendance, etc.) and may conduct tests to verify the Specialist's skills in order to ensure users a selection of professionals in line with the quality criteria of the Cocotarot.com platform.

Consequently, Kang has the absolute right to refuse the candidacy of a Specialist and/or to delete any profile that does not meet its requirements.

Kang may also exercise its right of rescind on condition that it notifies the Specialist 15 days in advance by email or post.

The Kang partnership can immediately rescind collaboration with a Specialist based in:

- the exchange of personal contact information with a user (profiles on social networks, e-mail, personal websites and/or blogs, telephone numbers, postal addresses, etc.)
- the limited number of connection hours
- the low number of paid services provided
- a photograph that is not adapted or not available at all
- difficulties expressed by users
- purposes exceeding the contractual content
- alarming and/or inappropriate comments posted on the portal
- repeated refusal to provide a paid service to a paying customer
- the provision of the service by the Specialist under the same name advertised on CocoTarot on another platform at a lower rate

The Kang company reserves the right to accept the registration of a Specialist on the platform and/or to rescind the collaboration if the latter does not meet or respond to the criteria set out above. It should be noted that the Kang company has no right of direction over the professionals, but it is its obligation to ensure that the quality of the services offered on the platform are compatible with the ethical principles of the company, with the applicable regulations and with the customs and practices of the profession practiced by the

Specialist.

The Kang company reserves the right to refuse access to a Specialist or to terminate his access to the service with prior notice within 15 days by mail or post, from the moment in which the Specialist does not comply with the conditions requested by Kang, when the behavior of the Specialist does not correspond to the ethics and characteristics of the service and/or goes against these general conditions of use of the service.

The Kang company will make available to the Specialist forms covering different sections that must be filled in by the provider.

The Kang company is not obliged to justify the comments, good or bad, that are on the platform and have been included by users.

However, the Kang company may make a selection and/or moderation of such comments without first requesting the opinion of the Specialist.

The Kang company has the full right to select, moderate, delete and/or allow the publication of certain comments on the platform. This is in application of the management right that Kang has over the platform. The Specialist has no right of claim in this respect.

The Kang company, the platform administrator, is obliged to comply with the laws and regulations in force and may therefore evaluate the comments and decide to delete some of them in application of the code of good conduct and ethics governing the platform.

Similarly, the Kang company has the right to inquire about the false comments and has the power to proceed to their elimination. The foregoing taking into account that this technique of false comments constitutes a discrediting conduct typified in the regulations, and that the comments or positive notes included by the Specialist himself under the guise of a satisfied or dissatisfied user may also constitute a denigrating conduct towards other providers with the aim of affecting the image and reputation of the services and services offered by other professionals registered on the platform.

This technique is sanctioned by the European Directive of May 11, 2005, N° 2005-29, by article L121-1 of the French Consumer Code and by all the unfair practices cited in the French Civil Code, Commercial Code and Penal Code.

## **0. Method of distribution of the values collected by Kang to users**

### **5.1 General principles of distribution**

For an eligible service (as defined in articles 5.1 special paragraph B and 4.1 special paragraph C):

- The Kang company collects the value of the service previously determined by the Specialists including VAT, either by debiting the available top-up in dollars from the user's CocoTarot account or by collecting from the user a payment by bank card or via Pay Pal.
- For the purposes of these Terms and Conditions, the "Net Price excluding VAT of the Service" (hereinafter referred to as "NPP excluding VAT") is the value of the service including taxes paid by the user after deduction of taxes:

1. VAT

2. Any taxes and duties applicable to the revenues.

3. Any additional costs for forwarding the call to a cell phone.

- The PNP excluding VAT determined in this way is subject to a sharing between Kang and the Specialist, corresponding respectively to the remuneration of the platform in return for its contributions to marketing activities and technical developments, and on the other hand, in compensation for the service provided by the supplier.
- In the context of these Conditions, the share of the price of the service excluding VAT awarded to the Specialist who has provided the service is hereinafter referred to as the "QPM".
- The QPM excluding VAT shall be determined according to the following formula:

$$\text{QPM excluding VAT} = (\text{PNP excluding VAT}) \times \text{Categorical Index} - \text{Mutuality}.$$

Where:

- "*Categorical Index*" refers to the percentage indicated in article 3, part B of these terms and conditions with respect to the services provided by telephone.
- "*Mutuality*" means the eventual expenses of "mutuality risk retrocession of payments" indicated in article 4, special paragraph B of the present conditions.
- The QPM shall be rounded down to the nearest cent in the final calculation of the amount.
- The QPM is equal to zero for any consultation below 150 seconds.

## 5.2 General principles of invoicing

In order to receive the QPM excluding VAT to which he is entitled, each Specialist acknowledges that it is his sole responsibility to issue and send, in compliance with the terms established by Kang, an invoice drawn up in accordance with the legal provisions and on the basis of the summaries made available by Kang.

By accepting these conditions, the Specialist undertakes to ensure that the information contained in the invoices he issues, in order to receive his QPM excluding VAT, contains accurate and detailed information

and complies with the laws and regulations in force at the time of issuance.

Furthermore, by accepting these conditions, the Specialist irrevocably undertakes to justify at all times to Kang and/or to the tax authorities, the application or non-application of any taxes and duties on each of its invoices.

The Specialist may not claim and/or object by any means (e-mail, post or before the administrative authorities) to the general principles of invoicing applied by Kang and set out in the preceding paragraphs. The Specialist accepts the new invoicing conditions as of right.

Kang will be in charge of withholding any "withholding tax" due on commissions accrued for the provision of the professional's services on the platform, in accordance with French tax regulations and international tax conventions in force.

Unless otherwise agreed, expressly stated by the parties, the remuneration for the service provided by bank transfer by Kang shall be deducted from the amount of the withholding tax referred to in the preceding paragraph.

### **5.3 Rescinding of the invoicing mandate "in the name and for the account of the Specialist".**

Until the date of entry into force of these General Terms and Conditions, Kang established the Specialists' invoices on their behalf and in their name, within the framework of the tacit invoicing mandate binding them.

By accepting these General Terms and Conditions, the Specialists registered on the CocoTarot platform, prior to the entry into force of these Terms and Conditions, expressly waive the said invoicing mandate by immediately terminating it, a condition which is accepted by Kang without term or reservation.

Kang will grant a private access to each Specialist previously registered on the platform on the date of entry into force of these conditions. This space will include the possibility of access to detailed information on the invoices filed and issued to the professional on his account and in his name in application of the aforementioned mandate.

### **5.4 Practical invoicing methods**

As of the date of entry into force of the present conditions, and at the time of Specialist's first connection to the space reserved and intended to determine the QPM excluding VAT attributable, the Specialist must select

one of the following invoicing methods:

- Use of its own technical and administrative means to establish the invoices corresponding to the invoicing periods established by Kang.
- Use of the invoice editing tool made available by Kang.

The Specialist expressly acknowledges that the invoice editing tool made available by Kang does not in any way constitute the manifestation of any explicit or tacit invoicing mandate.

The Specialist assumes full responsibility for all the legal mentions on its invoices, regardless of the fact that they have been issued by one or other of the methods described in the first paragraph of this article.

## **0. Maintenance of the service**

The Kang Company reserves the right, in the event of a technical problem that requires it, and which cannot be solved in any other way, to partially or totally suspend the service in order to carry out appropriate maintenance operations on its network and/or material components and operating systems.

The Kang Company's helpdesk will notify the Specialist of any major interruption or deterioration affecting the service.

The Kang Company will inform the Professional, in the shortest possible time, of the progress, updates and subsequent correction of the interruption or deterioration. It should be noted that this is not an obligation of means and that Kang cannot guarantee the completion of the full restoration of the service.

## **0. Assistance**

In order to answer the Specialist's technical questions and to help resolve any operating errors associated with the use of the operating systems, the Kang company offers a support service. The professional can report any access problem by contacting customer service at 850.900.2424 from Monday to Friday from 4:00 am to 11:00 pm or by e-mail at [contacto@cocotarot.com](mailto:contacto@cocotarot.com).

It should be clarified that in case of damage, the Kang company is only bound by an obligation of means.

In the event of force majeure, the Specialist may not claim any compensation. The liability of the company Kang cannot be invoked.

## **0. Liability of the company Kang**

The Kang company assumes no additional liability beyond that which corresponds to its role as an online intermediary on the CocoTarot platform. The Kang company assumes no liability for the contents issued neither by the user nor by the professional.

The Kang company is not liable for direct, foreseeable or unforeseeable damages that the Specialist may suffer.

The professional acknowledges and formally accepts that the liability of the Kang company is not engaged directly or indirectly in any way and for any reason whatsoever as a result of:

- an interruption of the service, independent of the will of the Kang company and/or motivated by any fortuitous behavior of the Specialist,
- any incident or interaction of the service caused by an accident, damage, and/or breakdown generated on other networks, by a malfunction of the equipment and/or operating systems and infrastructures of the Kang company or of the tools of the service providers of the Kang company, whatever the cause,
- any dissemination, publication, transmission, recording, posting of content by the Specialist for pornographic purposes, content or images allegorical of violent services, incitement to racial hatred, content broadcast to minors, offering gambling services, dating sites, pranks or cheating and others totally prohibited on the platform, with violent or pornographic content likely to seriously undermine human dignity,

- any case of force majeure,
- the configuration, management, supervision of the maintenance of the network of the professional's network and its possible consequences,
- the use of services not permitted or the transmission of data in contravention of the provisions set out in the general conditions of service,
- the nature or content of information of any nature, figures circulating and accessible thanks to the platform's service,
- any commercial damage, loss of clientele, loss of orders, loss of profits, loss of brand image or any action directed against the Specialist and/or by any third part in this regard.

The service offered by the Kang company can in no way guarantee the quality, reliability, timeliness or security of use of the service, given that the latter depends on equipment and networks beyond its control.

The Kang company does not guarantee the quality of the service provided by the Specialist and its liability cannot be invoked for any reason whatsoever.

In the event that the company is prosecuted by a user, third part or Specialist for any reason whatsoever and this in relation to the information disseminated by the user, third part or Specialist through the service offered on the platform, the user and/or the Specialist undertake to defend the Kang company, to indemnify in the first instance any legal costs that may be incurred, as well as all damages and interest for which the company may be liable as a result of actions, complaints, proceedings, claims, lawsuits, expert opinions or any other action brought against it by a user, a Specialist or any third part.

The Specialist acknowledges that the services subscribed to on the platform by way of services provided by professionals are the sole responsibility of the service provider and are under his or her control.

Consequently, Kang cannot be held responsible in any way for the use and content of the information disseminated by the Specialist, nor for the quality or inadequacy or poor performance of a service.

The Specialist shall be liable for any damages, direct or indirect, material or immaterial, suffered by the user as a result of improper or inadequate performance of the service.

Subsequently, the professional will assume at his own expense any litigation that may oppose him to any user and/or third part.

The Specialist also undertakes to inform the Kang company as soon as possible and by registered mail with acknowledgement of receipt and/or via email to [contacto@cocotarot.com](mailto:contacto@cocotarot.com), any complaint, legal action, infringement found, direct or indirect claim associated with the provision or use of the service and likely to be exercised by any third part.

The Specialist is solely responsible for the material and immaterial damages caused to the Kang company resulting from a bad or improper use of the service and undertakes to guarantee, pay or indemnify, as the case may be, the Kang company for all actions, claims, claims and/or convictions for damages in which Kang may be threatened or be the subject of and/or that may be pronounced against him since these cause, basis or origin, the misuse or inadequate use of the service by any third part who has requested the services of the Specialist.

The Kang company may, at its discretion, exonerate the Specialist in writing, in whole or in part, from its liability for the faults or acts committed against Kang and/or against the [cocotarot.com](http://cocotarot.com) platform.

The liability of the Kang company may not be invoked in cases of sponsor of users made directly by the Specialist. The Kang company cannot be held responsible for the use of an email address or personal data used by the Specialist, the user or any third part. nor for advertising that is sent to the user via email or to his home address. The Kang company cannot be held responsible for contacts made by the professional or by third parties directly to users, by any means of communication or contact used by the Specialist and/or by the third part.

## **0. Content of the service**

The Specialist undertakes not to use or suggest the representation of activities contrary to the regulations in force and, consequently, not to damage the image or the good name of the CocoTarot brand or of other Specialists.

The Specialist undertakes to avoid any risk of confusion between himself/herself and the Kang company and must and the Kang company, and must necessarily introduce himself/herself at the beginning of each communication.

The Professional undertakes not to make available to users:

- Communication of a violent or pornographic nature that is likely, by its nature, to undermine respect for the person and his or her dignity, gender equality and/or the protection of minors or adolescents.
- Messages that infringe on the privacy of individuals, other users, other providers (Specialists) and/or any third part, by capturing, recording, transmitting or disseminating communications or writings received on a confidential or non-confidential basis.
- Messages inciting to the commission of crimes or offenses or inciting to the consumption of illicit substances.
- Messages inciting to discrimination, hatred or violence, death or suicide.
- Services of advertisements and/or classifieds
- Services giving rise to any bonus associated with a service provided by the Specialist itself.

Likewise, it is prohibited:

- Any communication of services intended for youth.
- Any communication associated with games of chance, stock market information and/or prank services.

## **0. Promotion of the services provided by the Specialist**

The Specialist undertakes to ensure that in all promotional support of its services:

- Avoid any risk of confusion between him/her and the Kang company.
- He/she will disclose the price of his/her service to the user, in dollars and including VAT.
- He/she shall not mislead as to the content, price and/or delivery possibilities of the proposed service.
- It shall not use degrading images of men's or women's bodies.
- It shall not mislead the user about the content and possibilities of the proposed service.
- It shall not directly or indirectly advertise products that are subject to legislative prohibition, such as alcoholic beverages, tobacco or any other prohibited drug, services intended for minors, gambling services, dating services, pranks.
- The Specialist shall not display advertisements or promote the CocoTarot platform without the prior authorization from the Kang Company.

The Specialist is forbidden from:

- Make repeated and/or unwanted requests by the user.
- Make the user believe that he has won or will win, by carrying out a certain act, a prize or any other significant advantage by carrying out an action associated with the price request, or any equivalent advantage subordinated to the obligation for the user to make additional expenses.
- To carry out direct canvassing by means of automatic calling or communication systems, faxes or e-mails, using the coordinates of a user who has not previously expressed his consent to receive commercial offers by this means.

In addition, it is forbidden for the Specialist to issue, for economic purposes, messages by means of automatic calling or communication systems or e-mails without indicating the valid coordinates to which the

user can usefully transmit a request to unsubscribe from such communications.

The provider undertakes not to engage in unlawful practices of the "voice spam" type aimed at misleading the user in order to encourage him to call back and/or use the platform, regardless of his will, or to encourage the user to repeatedly connect to the platform.

### **1. Publication of photos, transmission of images**

The Specialist undertakes not to record, register or transmit images of any of his clients. He also undertakes not to communicate by any means with any client outside the platform, even at the direct request of the client.

Article 227-23 of the French Penal Code punishes with 3 years imprisonment and 45,000 euros fine:

- The act of fixing, recording or transmitting the image or representation of a minor when such image or representation is of a pornographic nature.
- The fact of disseminating this type of images or representations by any means, importing or exporting it in any form is punished with the same penalties.

The penalties will be increased to 5 years of imprisonment and a fine of 75,000 euros when the image or representation of the minor has been used for the dissemination of the image to an undetermined public by means of a telecommunications network.

On the other hand, article 227-24 of the Penal Code punishes with 3 years of imprisonment 75,000 euros fine, the fact:

- To manufacture, transport or disseminate by any means whatsoever, a message of a violent or pornographic nature or of such a nature as to seriously offend the dignity of the person.
- To market a message of such nature when this message is likely to be seen by a minor.

Consequently, the Specialist undertakes not to post, record or transmit the image of any minor and not to communicate with any minor in any way whatsoever in its operations on the CocoTarot platform.

## **1. Production of works**

In application of articles L222-4, L335-2, L335-3 of the French Intellectual Property Code which stipulate that any representation or reproduction of all or part of a work such as a photograph, made without the consent of its author or its rights holders, is unlawful and exposes the author of the publication to the penalties provided by law:

The Specialist who uses and publishes photos on the platform must have the prior consent of its author and justify it to the Kang society.

The Kang company reserves the right to request any modification of the photos published on the cocotarot.com site as soon as the Specialist does not provide proof of authorization or consent of the author or as soon as the Kang company receives notification by any means from the author or his representative requesting the guarantee of his rights.

The Kang company reserves the right to hide, terminate or suspend access to the service to the Specialist who publishes unauthorized photographs.

In this case, the Specialist will have to bear all the legal consequences and will compensate Kang in the event of legal action by third parties whose rights have been affected.

Kang reserves the right to refuse any photo or image that does not comply with the graphic principles of the site, depending on the quality of the image, its homogeneity, visibility, etc.

The Specialist will receive a notification from Kang regarding the non-compliance of the said photo and will be obliged to remove it from the site as soon as possible.

If the photo has not been validated by Kang and the Specialist keeps it, Kang is entitled to refuse the professional access to the platform without any prior notification.

## **0. Suspension of access to the service to the Specialist and deactivation of your account**

The Kang company has the right to suspend the total or partial access to the

service in the hypothesis in which the company becomes aware of:

- the creation of more than one personal account on the platform,
- regardless of the telephone number and e-mail address used,
- the use of the free courtesy call more than once,
- an abuse and/or a manifest violation by the user of these general conditions and their additions and/or modifications,
- an act or omission that violates the rights of a third party, the applicable regulations, public order and/or morality,
- an act or omission by a user that affects or is likely to affect the proper functioning or security of the network and/or the equipment and/or the service and/or is motivated by an order from an authority.

As soon as the Specialist becomes aware of the commission on the platform of an infringement of the laws and/or regulations in force or of the presence of content that:

- have apology for crimes against humanity,
- incite to the consumption of drugs, tobacco and/or illicit substances,
- incite to racial hatred, violence, death or suicide,
- of a pedopornographic nature,
- and in a general manner that violate human dignity,

- as well as any content that violates commercial laws, such as misleading advertising, prohibited advertising and/or unfair competition, etc.

The Specialist undertakes to immediately alert the Kang company by contacting the customer service via e-mail at: [contacto@cocotarot.com](mailto:contacto@cocotarot.com) and to provide all indications allowing the identification of the offending content and/or its author.

The Specialist acknowledges that the information he/she makes available on the CocoTarot platform is exclusively his/her own.

Consequently, the Specialist therefore undertakes to ensure that the information disseminated on the CocoTarot platform does not contravene the legal or regulatory provisions in force.

The Kang company unilaterally reserves the right to:

- To remove from the platform any content, data, information or offer that is illicit or inappropriate which it may become aware.
- To remove permanently and without prior notice any content that violates public order, morality and/or good customs and/or any criminal law.

It is forbidden for the Specialist to violate or attempt to violate the security or integrity of the platform, as well as:

- any action that is likely to endanger or interfere with the proper functioning of the platform,
- any action that imposes an unreasonable or disproportionately large change to the platform infrastructure,
- accessing or attempting to access data that is not intended for viewing,
- penetrating or attempting to penetrate a server or an account that the Specialist is not authorized to enter,

- threatening, harassing, insulting or infringing on the privacy of any other professional and/or third part and disseminating defamatory, libelous or slanderous information,
- infringing on human dignity by means of a text, image or video of a racist, violent, pornographic nature and/or infringing on the life of any part,
- violate the legal provisions on intellectual property rights, and committing acts likely to constitute imitation or unfair competition,
- without the express authorization of the Kang company, carry out any framing operation or creation of mirror sites that virtually replicate the domains owned by the Kang company and/or create any hypertext link on another site that redirects to the domains owned by the Kang company or include any offer to provide a service or a profile that redirects to a site owned by third parties.
- use the information corresponding to other users or third parties for inappropriate or illicit purposes such as unauthorized prospecting, sending proposals for participation in lotteries, contests, chain letters, spamming or any other act prohibited in accordance with the principles of internet use indicated on the AFA and GESTE site and in accordance with the particular conditions and/or the modifications to come of the present conditions.

In accordance with articles 1 to 5 of the law 2004-575 of June 21, 2004, the Kang company is not obliged to monitor the information and content accessible on the platform, nor is it obliged to initiate investigations for acts and/or circumstances revealing illegal activities.

The Specialist undertakes to guarantee and indemnify the Kang company for the consequences of any claim initiated by any third party or professional, as a result of non-compliance by the Specialist with the laws and regulations in force, for the violation of intellectual property rights, for the non-execution or poor execution of the service, taking into account that the professional undertakes to

cooperate fully in the resolution of the claim of any user and/or third part against him/her.

The Kang company reserves the right to deactivate the account of the Specialist:

- When the Professional employs misleading business practices likely to create confusion with any other goods or services of the Kang company, with the brand, with its trade name or with any distinctive sign owned by the Kang company.
- When the Specialist does not exercise fair competition by performing acts tending to include false comments or notes posted by the same professional and under the guise of a false user.

- When the Specialist collects personal information without the user's prior authorization.

Similarly, the Specialist's account may be deactivated in case of:

- exchange of personal contact information with a user (profiles in social networks, e-mail, personal websites and/or blogs, telephone numbers, postal addresses, etc.)
- the limited number of connection hours
- the low number of paid services provided
- a photograph that is not adapted or not available at all
- difficulties expressed by users
- purposes exceeding the contractual content
- alarming and/or inappropriate comments posted on the site
- repeated refusal to provide a payment service to a paying customer

The Kang company reserves the right to delete the account of a Specialist in application of the code of ethics governing activities on the Cocotarot.com platform at its discretion.

#### **0. Notifications in case of suspension or resignation.**

The Kang company shall inform the Specialist by e-mail as soon as it becomes aware of the act or omission leading to the Specialist's removal from the platform.

The company shall notify the Specialist who has committed the fault via email within 15 days prior to the suspension and/or deactivation of his Specialist account as a result of the reinstatement.

To the extent that the actions or omissions of the Specialist constitute a fault as described here, the Kang company is able to suspend the provision of the service and proceed with the reinstatement of the contract without any right to compensation for the benefit of the professional.

Under no conditions may the Specialist claim the liability of the Kang company in case of partial or total suspension of access to the service or for any consequences and/or direct or indirect damages that may result.

## **0. Remedy**

Pursuant to the articles cited below in the lower part, the Specialist is solely liable for any material or immaterial damage caused to the Kang company, as well as for all actions, claims and judgments for damages and interests for which Kang may be threatened or be subject or that could be pronounced against him since they have as their cause, basis or origin the violation by the professional of the rights of third parties, a user or another Specialist and/or any civil or criminal offense committed against third parties, a user or a Specialist, or by the complaint of a user, third part or professional for any reason.

## **0. Modification of these General Terms and Conditions**

The Kang company reserves the right to modify at any time the content of these general conditions and to evaluate the technical characteristics of the operating systems of the cocotarot.com platform.

The Specialist will be notified of these modifications within 15 days before their entry into force, unless they have been dictated by an imperative rule or by a court decision, in which case they will enter into force immediately.

The Specialist has the right of resignation in the event of non-compliance with the new general conditions of using of the platform.

The Specialist or supplier connecting to the CocoTarot platform shall be deemed to have accepted the new modifications to the general terms and conditions without question.

## **0. Confidentiality and communication**

Each of the parties, namely the Kang company and the Specialist, undertakes to treat as confidential the contract and all documents and information exchanged during the execution of the contract, as well as the techniques and methods of each of the parties and other procedures or services that are the subject of the contract.

Each part undertakes not to disclose or communicate its information to a third part without the prior written agreement of the other part.

## **0. Complaints**

In the event of a complaint of any nature, the Specialist must address his request in priority by mail to the following address: Société Kang - 45 rue Cardinal Lemoine - 75005 Paris.

All written correspondence may be duplicated by registered mail addressed to the same postal address. The claimant must specify his first and last names, his postal address and his e-mail address.

Any complaint may also be the subject of a notification by e-mail to the customer service at the following address: [contacto@cocotarot.com](mailto:contacto@cocotarot.com).

Complaints will be processed by Kang within 30 days of receipt by registered mail, simple mail or e-mail. The claimant must justify to the Kang company the sending of his request in case of lack of response by the Kang company in the terms indicated here.

## **0. Payment dispute**

The user may not object to payment in the event of dissatisfaction with the service or if the service does not correspond to the specifications of the offer.

In the event of non-conformity, the user and the Specialist shall first try to reach an amicable settlement.

The Kang company will make every effort to settle the dispute amicably between the user and the Specialist once payment has been made by the user.

If the amicable procedure is not successful, the user and the Specialist will take the dispute personally and will initiate the legal actions that each part deems appropriate before the competent jurisdiction.

The liability of the Kang company may not be pursued in any way with respect to the lack or inadequacy of the performance alleged by the user.

## **0. Nullity, titles, clauses, non-applicability and content of the contract**

The present contract is constituted by the present general conditions of use of the platform, as well as by all the particular conditions and/or modifications to come.

The fact that for one of the parties the application of one of the clauses of the present contract does not prevail shall not be interpreted in the future as a waiver of the prevalence of this clause.

The headings of the articles and paragraphs of the general terms and conditions are intended solely to facilitate the organization of the text. No interpretation other than that of the contract and its content may be derived from these articles and paragraphs.

The misunderstanding of a paragraph of a clause of the present contract does not generate the nullity of the clause nor of the contract as a whole.

The nullity of a clause does not generate the nullity of the contract.

The parties shall reach an agreement to replace this clause with a new one that respects the spirit of the initial clause that has been nullified.

Any agreement or document relating to its object and the provision of services, as well as any commercial offer or other document presenting the services, exchanged between the parties before and after its signature has no contractual value.

## **1. Collaboration and loyalty of the parties**

The parties, namely the Kang company and the Specialist, recognize the need for close cooperation in order to coordinate their actions and respect the terms and conditions of these general conditions.

For his/her part, the Specialist undertakes to provide a fair and loyal service in accordance with his/her offer and the user's request.

To this end, the user must not be misled as to the content and the service offered by any means whatsoever.

The service must be provided by the professional in its entirety and at the rate stated in his offer to the user.

The Specialist must:

- Disclose to the user the price of the service in dollars and including VAT, as well as the pricing method (per minute or per service).
- Indicate its commercial name in a precise manner.
- Indicate any restrictions on the use of your service.

To this end, the information must be clear, accessible and unambiguous.

With respect to other service providers, the Specialist undertakes to exercise fair competition.

Consequently, the provider shall refrain from intervening on or outside the platform with the intention of harming the good name and directly or indirectly denigrating any other provider and/or diverting users from the platform.

It is forbidden for the service provider to include false comments, whether these comments or positive notes published by him/herself under the guise of a false user, considering that the European Directive of May 11, 2005 prohibits any Internet user from presenting a false identity as a consumer, and that such manipulations constitute a clear violation of article L121-1 of the French Consumer Code.

With respect to the CocoTarot operator, the service provider undertakes to respect the purpose of the service as declared at the time of acceptance of access to the Cocotarot.com platform.

The supplier is prohibited from any misleading commercial practice that may create confusion between another good or service of the Kang company, with the CocoTarot brand and/or the Cocotarot.com platform.

It is also forbidden to the supplier any practice that has the nature to induce, even partially, any confusion between him/her and the service of the Cocotarot.com platform.

## **1. Intellectual Property Rights**

Kang is the owner of all intellectual property rights associated with the operating systems made available to the Specialist.

Any act of plagiarism or unfair competition, or any act likely to be qualified as such, resulting from the act of a third part and of which the Specialist becomes aware, must be reported to the Kang company, which will take the act as its own and will initiate the appropriate proceedings.

The Kang company is the owner of all trademarks and logos used in its domains and no third part may make use of them.

All texts, images, icons, drawings, graphics, photographs, software and other components of the domain [www.cocotarot.com](http://www.cocotarot.com), whose owner is the Kang company, are protected by French law on copyright.

Any commercial or non-commercial use of the images, texts, icons, drawings, graphics, logos, photographs, programs and other components of the domain owned by the Kang company is strictly prohibited without prior written consent.

The Kang company reserves the right to report to the competent legal authorities any individual, legal entity, third part user or Specialist who:

- attacks the operating systems, as well as any component of the site (images, texts, icons, drawings, graphics, logos, photographs, programs and others), in order to obtain payment for damages caused,

- has made or contributed modifications to the operating system, even for the purpose of correcting possible errors,
- has duplicated, reproduced, copied, extracted and/or modified the operating system or has integrated a derivative work,
- has disassembled, damaged, modified, reverse-engineered, decrypted the operating system, its documentation or its source code,
- has contributed improvements to the operating system or used any other method that has the purpose or effect of accessing the source code or the protocol of the operating systems used by Kang,
- has incorporated, integrated, reused or included all or part of an operating system in another system, program, product or service,
- distributed, redistributed, transferred, loaned, leased, rented, transformed, assigned, pledged or licensed any of the following or under license, any of the operating systems.

The Specialist may not in any case claim access to the sources of the operating systems owned and controlled by the operating systems of domain and property of the Kang company.

## **0. Applicable law, dispute resolution**

The parties agree to submit any dispute relating to the interpretation, execution and resignation of the contract, whatever its nature, to the Commercial Court of Paris.

It should be noted that these general terms and conditions are governed by French law.

## **Particularities associated with telephone consulting services**

### **1. Information on the tariff conditions**

Prior to the conclusion of the service offered by the Specialist, the latter must inform the user of the methods for calculating the value of the service in accordance with the tariff conditions indicated herein.

It should be recalled that the tariff conditions applicable to the service are freely set by the Specialist in application of the tariffs practiced by the profession he/she practices.

### **0. Transaction fees**

The tariff conditions applicable to telephone transactions are freely set by the Specialist according to the following threshold: between \$1.50 and \$5 per minute including VAT.

The service fee will be \$1.99 per minute for all new customers until the termination of the credit of their first recharge.

The price of the transaction will depend on the modalities chosen by the provider for the to elaborate its tariff conditions (price per minute).

The Kang company provides the user with \$10, \$30, \$50 or \$100 recharge cards which can be paid by debit or credit card or via the user's Paypal account. These recharges allow the user to pay for the services offered by the Specialist.

The Kang company also offers the user a "pay-per-use" credit card payment for the exact amount of the consultation.

#### **0. Determination of the amount of the Specialist's fee excluding VAT per service (QPM excluding VAT)**

For telephone consulting services, which are the subject of these special conditions (Part B), the QPM excluding VAT will be determined in accordance with

Article 4.1 of Part A of these conditions, by application of a Categorical Index of 55%.

The Kang company reserves the right to modify this Categorical Index on condition that the Specialists are informed 30 days prior to the entry into force of the corresponding modification by mail or post.

For calls directed to mobile lines, Kang applies a surcharge of 0.07 dollars per minute including VAT.

It is specified that inquiries to lawyers do not entitle the lawyer to a QPM, but generate a fixed fee for Kang in return for the technical service of connection for the use of the cocotarot.com platform.

## **0. Default of payment**

In order to guarantee the payment defaults of the user due to a post-payment refusal by his bank or in case of fraud, the Kang company, undertakes to pay the service provided by the Specialist via a mutual risk insurance called "mutual anti charges-backs" taking into account that an amount of 1.045 dollars (excluding VAT) and 1.25 dollars (including VAT) will be retained on any communication from the supplier.

## **0. Commissions**

### **5.1. Definition of Eligible Benefits**

Eligible Services which give rise to QPM include all calls which have generated revenue for the Kang company.

However, connections that could not be made due to technical reasons or force majeure, communications lasting less than one and a half minutes (1min and 30sec), as well as calls during which an answering machine is activated will not, in any case, constitute Eligible Benefits and therefore do not entitle the caller to QPM.

It is specified that in the calculation of QPM the basis of the minutage is reduced to the minute of consultation. Consultation seconds are not taken into account in the calculation of QPM.

### **5.2. Payment term**

Invoices issued by the Specialists are payable according to the schedule made available by the professionals by the Kang company.

The Specialists acknowledge that in the event of non-compliance with the due dates and times indicated in the payment schedule made available to them by Kang, the company cannot be held liable for any additional payment terms that may result.

Without prejudice to the respect of the dates and payment deadlines of the schedule made available to the Specialists by Cocotarot.com, Kang's management principle is to allow all professionals to receive their payments on a fortnightly basis.

### **5.3. Sponsor Program**

The sponsor of users carried out by the Specialist shall give rise to a bonus of 10% extra to the professional calculated on purchases excluding VAT made by his sponsored user on the platform, regardless of the method of payment used (bank card, PayPal, PaySafeCard) and for as long as the business relationship between Kang and the Specialist persists.

It should be remembered that the company Kang is not responsible for the use of the email by the specialist or any third part, nor for subsequent contacts or advertisements that for this purpose the professional sends to the user.

### **5.4. Conditions of the offer "10 minutes gift".**

The Specialist may attribute the "10 minutes gift" offer, on a discretionary basis, among customers who have made at least one payment on the [www.cocotarot.com](http://www.cocotarot.com) platform, who have not previously benefited from this offer by the same professional during the last 30 days and with a limit of 2 gift consultations per week to 2 different customers.

This offer corresponds to a consultation of a maximum duration of 10 minutes totally free of charge for the client. As the client is not billed, the specialist does not receive any commission for these 10 minutes of consultation.

This offer can only be used with the Specialist who has given it and is valid for 1 month.