

# **General Terms and Conditions**

## **Definitions**

“Target First” means Target First S.A.S. Company. “We” also refers to Target First (the company).

“User” and “You” refer to any natural person or legal entity that access the Site and all individual users who access the Target First Services through that account, whether authorized or not and use at least one of the services offered on the Website.

“Services” means the live chat module powered by Target First operated by or on behalf of Target First, including the website or other forms of access you can use, and all changes to that live chat module.

## **1. Purpose**

The current General Terms and Conditions are intended to regulate the relationship between Target First, using the [www.targetfirst.com](http://www.targetfirst.com) Site (hereafter called “the Site”), and you, the User of at least one of the services offered on the Site.

The acceptance of these General Terms and Conditions do not release you from reviewing the general conditions for use of your internet sites, and, if necessary, the general conditions of sale, according to the applicable regulations, notably towards consumers.

## **2. Use of the site and services**

The site and the Services (as defined hereafter) proposed here shall be used by the Target First S.A.S. company (hereafter referred to as “Target First”), registered at RCS de Saint- Brieuc under no. 53041147900013, whose headquarters is located at 23 Rue de la croix Lormel 22190 Plérin.

## **3. Adherence to the current General Terms and Conditions**

By agreeing to use all or part of the services offered by the Target First company on the Site (hereafter called “Services”), you agree to abide by the current General Terms and Conditions without restriction or reservation and you acknowledge having read them in their totality.

Any conditional adherence is considered null and void. If you do not agree with these General Terms and Conditions which are not modifiable by you, you may not subscribe and/or use these Services.

For Freemium accounts, after ticking the box “I confirm I have read and accepted the terms and conditions of this site and for this application” and click the “Send” button in the registration form, the New User acknowledges having accepted the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, you are not allowed to use Target First. The term “New User” is any natural or legal person who generated a account request for freemium version on our website [www.targetfirst.com](http://www.targetfirst.com)

Target First reserves the right to update and modify the current General Conditions for Use at any time. If your subscription is active, you will be informed at least one week prior to the date of entry into effect of any new General Conditions for Use.

All new functionality that extends or improves the Services are subject to the General Conditions for Use. The prolonged use of Services after such changes implies your consent to these changes.

Any violation of the present General Conditions for Use is subject to resulting in the termination of your business relationship with Target First and Target First and the closure of your account with the latter, in accordance with the information indicated in paragraph 7.

#### **4. Access to Services**

Accounts created by robots (‘bots’) or any other automated methods are not authorized.

You must provide a valid email address as well as all information required to complete the subscription process. You must provide updated information and inform us of their change as appropriate. By using Target First, you agree that we can contact you (by phone or by email usually). You must provide a valid URL. You declare that you own the rights of this URL or that you are mandated to use it. If you don’t, you do not respect the Terms and Conditions and therefore you are not considered as a User and you will not be able to access our Services.

You must provide your billing information as well as a payment card or a bank account number and authorization for withdrawal of valid funds in order to proceed with billing and with your monthly subscription payments.

The Services you have subscribed to are only usable for the site whose address is listed in your subscription. Any use of Services for another site requires a separate subscription.

You are responsible for maintaining the safety of your account and its access information. Target First cannot be held responsible for losses or damage resulting from failure to observe this safety requirement.

As an editor, you are responsible for the content you publish or communicate via the Target First and Target First Services. You agree to publish or communicate only content that complies with the laws and regulations in effect.

If you create accounts for your agents, you are responsible for their compliance with the terms and conditions of Target First.

## **5. Price and subscription**

All tariffs and fees do not include taxes, unless indicated otherwise.

Prices for Eezy 1, Eezy 2 and Eezy 3 offers are the minimum price per agent for a 12-month commitment.

A maximum limit of page views is set according to the subscription you choose. Options can be viewed on our fee chart. Your subscription period and your limit of page views can be viewed on your account page at any time.

The number of pages seen is calculated based on the number of visits to pages on your site where the Target First code is present. Each time a page on your site containing our code is visited, a page view is counted.

You will be alerted when visitor activity reaches 90% of the maximum number of page views allowed under your subscription. As soon as the maximum page views for your subscription period is reached, your service will be temporarily downgraded. However, to ensure continuity of service, you can opt to purchase additional pages views (See the price here). To purchase additional pages views, contact us by phone 0811 090 549 or send us an email with the subject line "Purchase additional pages views".

A maximum limit of minutes of communication is set according to the subscription you choose. It can be reviewed on our fee schedule. The recorded number of minutes used under your subscription period is visible on your account page at any time.

The number of minutes is calculated based on the principle that any minute begun is counted.

You will be alerted in advance by email when your limit reaches 90% of the maximum number of minutes allowed by your subscription. As soon as your maximum minutes are used for your subscription period, your service will be temporarily deactivated. However, in order to ensure service continuity, you can opt to purchase additional audio / video minutes (See the price here). The terms and conditions To purchase additional pages views, contact us by phone 0811 090 549 or send us an email.

## **6. Payment, reimbursement, reclassification and downgrading**

A debit card or bank card and authorization for valid payments are required to pay for your subscription.

The service can be tried for free for 30 days beginning from the date of your subscription on the site for all new paid accounts with a 12-month commitment. The trial period includes all the Services and is limited to the number of page views and the number of agents you have subscribed to during your subscription.

If you commit to a one month subscription and you do not cancel your account by the 25th day following its creation, you will be billed monthly from the 31st day and you will be subscribed for a period of 30 days. If you have selected the 1-year subscription, you will be subscribed for 365 days starting from the 31st day.

If you select a subscription during your trial period, your trial period will end and you will be immediately billed and debited the amount of the selected subscription.

Your subscription is implicitly renewed without any special procedure at the start of each 30-day subscription period. If you select a 1-year subscription, your subscription is automatically renewed without any special procedure at the start of each 12-month period.

The Service is billed on the 1st day of your 30-day subscription period and is not reimbursable. Any 30-day subscription period shall not be reimbursed in the case of downgrading a subscription or a termination at the end of this period. If you have selected a 1-year subscription, the service is billed every 30 days on the 1st day of each 30-day period. Your annual subscription is not reimbursable.

In case Target First must pay a fee to collect from you the money you owe, you will be obliged to reimburse these costs.

During a reclassification, your subscription will take immediate effect. And you will be automatically billed the new amount of your subscription during your next renewal.

During downgrading, your subscription will take effect at your next renewal. And you will be automatically billed and debited the new amount of your subscription during your next renewal.

During downgrading, and if you have had one or more reclassifications during your 30-day subscription period, your subscription will take effect at your next renewal. And you will be automatically billed and debited the for the highest amount of your subscription during your next renewal.

Downgrading your subscription may entail the loss of content and functionality. Target First will not be responsible for such losses, and it is your responsibility in this case to take any preliminary measures in order to preserve content.

## **7. Cancellation**

In order to validly terminate your account at any time, simply send us an email at [e mail: contact@targetfirst.com](mailto:contact@targetfirst.com) with the contact email provided during registration. Please indicate in the subject line "Account Closure". However, you remain responsible for the use of the module until the effective closure of your account. Only this procedure allows you to terminate the account.

If you select a 1-year subscription, you may cancel your account at any time during your trial period. You may cancel your 1-year subscription after your 1st year of subscription.

Your cancellation takes effect after one month's notice, and the month underway is due in full.

The potential content in possession of Target First will be immediately deleted in case of cancellation of your subscription. This information will thus be irretrievably lost.

Target First reserves the right, without any formality, to suspend or cancel your account or to refuse you access to its Services in the event of violation of the present General Conditions for Use, and following formal notice by electronic mail sent to you asking you to respect these terms, and if this formal notice is not resolved within 15 days. Moreover, the repeat violation of the present General Conditions for Use will justify, without any specific formality, the suspension or cancellation of your account, or the refusal of access to Target First services.

## **8. Modification of service and pricing**

You may consult the most recent version of the price schedule on the following page [Pricing](#).

Target First reserves the right at any time to modify or temporarily or definitively interrupt the services with 15 days' written notice.

Target First reserves the right at any time to modify the fees for its services. These pricing changes will be communicated to you at least 30 days prior to their entry into effect.

Target First implements all reasonable means at its disposal to ensure quality access to the Service, but is not bound by any obligation of result.

## **9. Copyright and proprietary rights**

Target First claims no intellectual property right on the content (text, images) that you publish through its services.

Target First performs no a priori monitoring of the content you share. However, if Target First finds offensive content, said content will be immediately deleted without prejudice to the right of Target First and/or to terminate your subscription.

Furthermore, Target First reserves the right to communicate to judicial authorities, upon the request thereof, any elements in its possession that permit identification of the author for misdeeds.

You must not modify, adapt, pirate the services of Target First and Target First or falsely insinuate that a site is associated with Target First.

You agree not to reproduce, duplicate, copy, sell, resell or exploit all or part of the services or access to services without express written authorization from Target First.

Using Target First, you have no ownership of the intellectual property. Target First owns all intellectual property rights. Intellectual property is particularly applicable to the line of code, the datas and the code, logo and Target First brand, but also other characteristics of the brand.

Unauthorized reproduction of this brand, and all other trademarks, logos and distinctive signs which Target First owned or exclusive use constitutes an infringement punishable by legal sanctions. The offender is liable to civil and criminal penalties including penalties provided in Articles L. 335.2 and 343.1 L of the Code of Intellectual Property.

## **10. Privacy**

You agree to respecting all laws related to protection of personal data and privacy during use of the services and during the collection of information from visitors to your site.

You agree to include on your internet site the following statement: “This site uses Target First, a service of commercial contact and behavioral analysis. Target First uses cookies and JavaScript, which are tools installed and executed on your computer in order to help the internet site analyse use of the site by users as well as to transmit this information to the site representatives so that they can manually process this information. The data generated by cookies concerning your use of the site (including your IP address) will be transmitted and stored by Target First on its servers. Target First, represented by Target First, will use this information in the goal of evaluating your use of the site, compiling reports on the site activity, and on the history of your exchanges with the representative(s) of the site. Target First may communicate this data to third parties if legally required or when third parties process this data for Target First. You may deactivate the use of cookies by selecting the appropriate settings in your browser. However, such deactivation may prevent the use of certain site functions. By using this internet site, you agree expressly to the processing of your personal data by Target First under the conditions and for the purposes described above. At any time during your navigation of our site, the representatives of our site may observe your navigation in real time and may question you.’

You agree to send Target First requests for access, corrections and deletions of personal data by your users at the following email address: [contact@targetfirst.com](mailto:contact@targetfirst.com).

You agree that Target First, property of Target First, may collect, store, process and use the data related to your use of services.

Regarding the law dated 6 January 1978, you retain the right to access, modify and oppose the personal data collected concerning you. These rights may be exercised at the following electronic address: [contact@targetfirst.com](mailto:contact@targetfirst.com)

## **11. References**

Unless you otherwise notify Target First SAS, you authorize Target First, the property of Target First, to use your business names, trademarks, logos, domain names inside business documents.

## **12. Limited liabilities of Target First**

Your use of Target First Services is at your own risk.

Target First cannot guarantee continuity of access to Target First services, their permanence and their ongoing use. As a result, the Target First may not be held liable due to inconveniences or damage inherent in the use of the internet, specifically due to an interruption in service, external intrusion, the presence of a computer virus, or fraudulent use which may be done by a third party.

Site maintenance operations may be performed at any time, which may prevent access to Target First services temporarily. In any case, Target First is not responsible for these necessary inconveniences.

You alone are responsible for adapting your computer hardware, data, software and network connection to the site, that enables you to access Target First Services.

You understand and agree that your content may be transmitted in a non-encrypted manner as part of different networks.

Information of any sort available on the site has only an indicative value. As a result, it is your responsibility to verify the accuracy, completeness and relevancy thereof. Target First cannot be held liable for your use of this information.

## **13. Contact**

If you wish to provide comments, send information or ask a question regarding use of the Target First site and Services, with the exception of complaints set forth in article 14 below, you may contact Target First at the following address: [contact@targetfirst.com](mailto:contact@targetfirst.com).

## **14. Complaints**

All acts committed on the site that are detrimental to you may be subject to a complaint to Target First. This complaint must be automatically sent to:

Target First 23 Rue de la Croix Lormel 22190 PLERIN OR [reclamation@targetfirst.com](mailto:reclamation@targetfirst.com)

The complaint must include:

the date of the notice,

the identity of the plaintiff:

if it concerns a physical person: their first and last names, profession, home, nationality, date and place of birth;

if it concerns a legal entity: its form, name, headquarters, and the organization legally representing it,

the names and location of the remittee (if it concerns a legal entity, then its name and headquarters),

a description of litigious facts and their specific location,

the reasons why the content should be removed, including mention of the legal provisions and justification of facts,

a copy of the correspondence addressed to the author or editor at the source of the information or litigious activities, requesting their interruption, their withdrawal or their modification, or the justification for why the author or editor cannot be contacted.

Target First shall have the option of taking any appropriate measures without any commitment on their part and/or to send this complaint to the competent authorities.

## **15. Legal jurisdiction**

Any litigation related to contractual relationships between Target First and you falls under the jurisdiction of the Commercial Court of Saint-Brieuc [Tribunal de commerce de Saint-Brieuc].



