

# GENERAL TERMS AND CONDITIONS OF SALE - IBIZZ

Effective as of 01/06/2024

## ARTICLE 1 - SCOPE OF APPLICATION

These General Terms and Conditions of Sale (hereinafter "GTC") apply without restriction or reservation to any purchase of the following services:

- Services based on e-reputation: SEO, keyword, and e-security reports, as well as receipt of cashback, as offered by the Provider to professional clients ("Clients or Client") on the website [ibizz.io](https://ibizz.io).

The main characteristics of the Services are presented on the [ibizz.io](https://ibizz.io) website. The Client is required to be aware of them before placing an order. The choice and purchase of a Service are the sole responsibility of the Client.

These GTC are accessible at any time on the [ibizz.io](https://ibizz.io) website and shall prevail over any other document. By ticking the box provided for this purpose before implementing the online ordering procedure on the [ibizz.io](https://ibizz.io) website, the Client declares that they have read and accepted these GTC. Unless proven otherwise, the data recorded in the Provider's computer system constitutes proof of all transactions concluded with the Client.

### **Provider's Contact Information:**

Geotactic SAS  
Share capital of 1000 euros  
Registered with the RCS of Paris B 884 265 851  
128 rue de la Boétie  
Email: [fc@geotactic.fr](mailto:fc@geotactic.fr)

Intracommunity tax rights may be due and are the sole responsibility of the Client.

## ARTICLE 2 - PRICES

The Services are provided at the prices in force on the [ibizz.io](https://ibizz.io) website at the time of the order registration by the Provider. Prices are expressed in Euros excluding taxes. The prices take into account any discounts granted by the Provider on the [ibizz.io](https://ibizz.io) website. These prices are firm and non-revisable during their period of validity. The Provider reserves the right, outside the validity period, to modify the prices at any time.

The payment requested from the Client corresponds to the total amount of the purchase, including these fees. An invoice is established by the Provider and given to the Client upon provision of the ordered Services.

## **ARTICLE 3 - ORDERS**

It is the Client's responsibility to select on the ibizz.io website the Services they wish to order according to the following terms:

- The Client chooses a service, puts it in their cart, which they can delete or modify before validating their order and accepting these GTC. They will then enter their details or log in to their customer account, as well as their details for their cashback account or for creating an account. After validating the information, the order will be considered final and will require payment from the Client according to the specified terms.

The sale will only be considered valid after full payment of the price. It is the Client's responsibility to check the accuracy of the order and to immediately report any errors. Any order placed on the ibizz.io website constitutes the formation of a contract concluded at a distance between the Client and the Provider. The Provider reserves the right to cancel or refuse any order from a Client with whom there is a dispute relating to the payment of a previous order.

## **ARTICLE 4 - PAYMENT TERMS**

The price is paid by secure payment as follows:

- Payment by credit card
- Direct debit payment
- Bank transfer payment to the Seller's account (details are provided to the Client when placing the order)

The price is payable in full by the Client on the day of placing the order. Payment data is exchanged in encrypted mode using the protocol defined by the authorized payment service provider involved in bank transactions carried out on the ibizz.io website.

Payments made by the Client will only be considered final after the effective collection of the amounts due by the Provider. The Provider will not be required to provide the Services ordered by the Client if the Client does not pay the full price under the conditions indicated above.

## **ARTICLE 5 - PROVISION OF SERVICES**

The Services ordered by the Client will be provided according to the following terms:

- E-reputation services based on SEO, keywords, and e-security. These Services will be provided immediately after the final validation of the Client's order, under the conditions provided in these GTC, to the address indicated by the Client when placing their order on the ibizz.io website.

The Provider undertakes to make its best efforts to provide the Services ordered by the Client within the framework of an obligation of means and within the above-mentioned deadlines. If the ordered Services have not been provided within one week after the indicative delivery date, for any reason other than force majeure or the Client's fault, the sale of the Services may be resolved at the written request of the Client under the conditions provided for in Consumer Rights Act 2015, Consumer Contracts Regulations 2013, Sale of Goods Act 1979. The amounts

paid by the Client will then be refunded to them no later than fourteen days following the date of termination of the contract, excluding any compensation or retention.

In the event of a particular request from the Client regarding the conditions of provision of the Services, duly accepted in writing by the Provider, the costs associated with this will be the subject of subsequent specific additional invoicing.

Failing express reservations or complaints made by the Client upon receipt of the Services, they will be deemed to conform to the order in terms of quantity and quality. The Client will have a period of one week from the provision of the Services to make any complaints by email to [contact@ibizz.io](mailto:contact@ibizz.io) with all relevant supporting documents to the Provider. No claim will be validly accepted in the event of non-compliance with these formalities and deadlines by the Client. The Provider will refund or rectify as soon as possible and at its expense the Services for which the lack of conformity has been duly proven by the Client.

## **ARTICLE 6 - RIGHT OF WITHDRAWAL**

Given the nature of the Services provided, orders placed by the Client do not benefit from the right of withdrawal. The contract is therefore concluded definitively upon placing the order by the Client in accordance with the terms specified in these GTC.

## **ARTICLE 7 - PROVIDER'S LIABILITY - CASHBACK**

### **7.1 Cashback Principle**

Ibizz offers a cashback service to its professional Clients. With each purchase of e-reputation services (SEO reports, keyword reports, and e-reputation reports), the Client receives a percentage of the amount spent as cashback. This amount will be credited to the Client's bank account according to the conditions defined below.

### **7.2 Cashback Obtaining and Usage Conditions**

The cashback is calculated on the total amount excluding taxes of the purchases made by the Client. The cashback rate applicable to each purchase is indicated on the [ibizz.io](http://ibizz.io) website at the time of ordering. The accumulated cashback amount is credited to the Client's account upon validation of the payment for the order.

The accumulated cashback can be used as follows:

- Transferred to the Client's bank account. The Client must indicate their receiving account during the order, or indicate that they wish to open a receiving account via [Ibizz.io](http://Ibizz.io). The minimum withdrawal amount and processing times for this request are indicated on the [ibizz.io](http://ibizz.io) website.

### **7.3 Cashback Tax Regime**

In accordance with Income Tax Act 2007, the cashback amounts received may be considered as price reductions and, as such, may be subject to tax obligations. It is the Client's responsibility to declare the cashback amounts received and to comply with the related tax obligations. Ibizz declines any responsibility in case of non-compliance by the Client with their tax obligations.

## **ARTICLE 8 - PERSONAL DATA**

The Client is informed that the collection of their personal data is necessary for the sale of the Services and their performance, as well as for their transmission to third parties involved in the provision of the Services. This personal data is collected only for the execution of the service contract.

### **8.1 Collection of Personal Data**

The personal data collected on the ibizz.io website includes:

- Account opening: names, surnames, postal address, telephone number, and email address.
- Payment: as part of the payment for the Services offered on the ibizz.io website, financial data relating to the Client/user's bank account or credit card is recorded.

### **8.2 Recipients of Personal Data**

The personal data is used by the Provider and its subcontractors for the execution of the contract and to ensure the effectiveness of the service provision, its realization, and delivery. The category(ies) of subcontractor(s) is (are):

- Cashback receiving account

The data controller is the Provider within the meaning of the Data Protection Act and, from May 25, 2018, Data Protection Act 2018 and the UK GDPR.

### **8.3 Data Controller**

The data controller for personal data is Geotactic SAS. The Provider can be contacted as follows:

- By mail: Geotactic SAS, 128 rue de la Boétie, Paris, 75008, France.
- By email: [contact@ibizz.io](mailto:contact@ibizz.io).

The data controller is responsible for collecting and processing the personal data of Clients in accordance with the legal and regulatory provisions in force, in particular the UK GDPR and Data Protection Act 2018.

### **8.4 Limitation of Processing**

Unless the Client expressly agrees, their personal data is not used for advertising or marketing purposes.

### **8.5 Data Retention Period**

The Provider will retain the data collected for a period of 5 years, covering the time limit for contractual civil liability.

### **8.6 Security and Confidentiality**

The Provider implements organizational, technical, software, and physical measures in terms of digital security to protect personal data against alteration, destruction, and unauthorized access. However, it should be noted that the Internet is not a completely secure environment,

and the Provider cannot guarantee the security of information transmission or storage on the Internet.

### **8.7 Exercise of Clients' and Users' Rights**

In accordance with applicable data protection regulations, Clients and users of the ibizz.io website have the following rights:

- They can update or delete their data as follows: by logging into their account in the "Account Information" section.
- They can delete their account by writing to the email address indicated in Article 8.3 "Data Controller".
- They can exercise their right of access to know the personal data concerning them by writing to the address indicated in Article 8.3 "Data Controller".
- If the personal data held by the Provider is inaccurate, they can request the update of the information by writing to the address indicated in Article 8.3 "Data Controller".
- They can request the deletion of their personal data in accordance with applicable data protection laws by writing to the address indicated in Article 8.3 "Data Controller".
- Finally, they can object to the processing of their data by the Provider.

These rights, as long as they do not oppose the purpose of the processing, can be exercised by sending a request by mail or email to the Data Controller whose contact details are indicated above. The data controller must provide a response within a maximum period of one month. In the event of a refusal to comply with the Client's request, this must be justified.

## **ARTICLE 9 - INTELLECTUAL PROPERTY**

The content of the ibizz.io website is the property of the Seller and its partners and is protected by French and international laws relating to intellectual property. Any total or partial reproduction of this content is strictly prohibited and may constitute an act of infringement.

## **ARTICLE 10 - APPLICABLE LAW - LANGUAGE**

These GTC and the transactions arising from them are governed by and subject to English law. These GTC are written in English. In the event that they are translated into one or more foreign languages, only the English text shall prevail in the event of a dispute.

## **ARTICLE 11 - DISPUTES**

For any complaint, please contact customer service at the postal or email address of the Provider indicated in ARTICLE 1 of these GTC.

The Client is also informed that they can resort to the Online Dispute Resolution (ODR) platform: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show>. Any disputes arising from the purchase and sale transactions concluded under these GTC and which have not been settled amicably by the seller or through mediation will be subject to the competent courts under the ordinary law.