



T&Cs / PACKAGES 2024 – 2025 / DIGITAL CASH APP



These GENERAL TERMS AND CONDITIONS OF SALE (T&CS) are concluded between the undersigned:

The company BOOST UP SARL

Address: 205 RUE ARNOLD DALY – OUEMO – 98800 NOUMEA

Registration number: RIDET N° 1 604 933.001

Represented by its Co-Managing Partners: Mr. Franck DURGONI and Mr. Kadek SWASTIKA hereinafter referred to as "the Service Provider",

And:

For Business [Company Name]

Address: [Business Address]

Identification number: [RIDET / RCS]

Represented by: [Representative name]

Purpose and fields of application

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These general terms and conditions of sale apply to all sales of Advertising Space services marketed by BOOST UP SARL on the DIGITAL CASH application. These general terms and conditions of sale form the basis of the commercial negotiation and are systematically sent or given to each customer to enable them to place an order. Any service provided by BOOST UP SARL implies the customer's unreserved acceptance of these general terms and conditions of sale.

The general terms and conditions of sale described below detail the rights and obligations of BOOST UP SARL and its customers in the context of the sale of the following products:

Your SEO FREE!



1 DYNAMIC COMMERCIAL SHOWCASE

Presentation text of your activity

Built-in phone call / Your geolocation / Links to your social networks and website.



PACKAGE & BACK OFFICE

(*) **The STARTUP package:** 166,94 USD/ 1 YEAR (Payment in one go)

(1) logo + 1 photo,

Highlighting a permanent discount of at least -5% _ access to permanent offers (2)

The package is applicable for a period of one (1) year;

The service provider undertakes to communicate on its face book page regularly as well as on its website and other communication media (TV, Radio, Press, etc.)

(*) **The BUSINESS package:** **555,32 USD / 1 YEAR + 1 FREE ADVERTISING BANNER FOR 1 WEEK FOR A CASH PAYMENT**

A gallery of ten (10) photos, access to discovery offers (1), access to permanent offers (2),

Access to 36 web offers (3), access to 36 flash offers (4) and their push notification (36) to users. The package is applicable for a period of one (1) year.

; The service provider undertakes to communicate on its face book page regularly as well as on its website a and other communication media (TV, Radio, Press, etc.)

+ 3 Integrations per year in Digital Cash "Les News"

(*) **The UNLIMITED CORPORATE package:** **1101,82 USD + 1 FREE ADVERTISING BANNER FOR 1 MONTH FOR A CASH PAYMENT**

A gallery of fifteen (15) photos and one (1) one (1) minute promotional video produced by the client or the service providers of BOOST UP SARL (), access to discovery offers (1), access to permanent offers (2),**

unlimited access to web offers (3), unlimited access to flash offers (4) and their push notification (unlimited) to users, + 6 Integrations per year in Digital Cash "Les News"

(1) offre découverte : vous permet de proposer des remises standards aux utilisateurs, ces offres doivent offrir une remise sur la facture en numéraire ou en pourcentage.

(2) offre permanente : une offre de 5% à 20% de remise sur le prix d'un produit, d'un service ou d'une enseigne à chaque achat.

(3) offre web : vous permet de proposer des codes promotionnels personnalisés utilisables sur votre propre site web.

(4) offre flash : vous permet de proposer des offres de prix promotionnels avec un nombre de passages ou une fréquence d'utilisation définis par votre enseigne.

(5) Newsletters DIGITAL CASH : Newsletter réalisée mensuellement à nos partenaires et clients pour mettre en avant des enseignes et les actualités de DIGITAL CASH.

(*) Delete unnecessary information or fill in the selected product:

(**) the production of a promotional video for the CORPORATE package by the service providers of BOOST UP SARL entails an additional fee of 463 ,66USD excluding VAT.

The characteristics of the products offered for sale are presented on the homepage of the DIGITAL CASH website (<https://digitalcashnc.fr>) and in the Brand Information Sheet annexed to these general terms and conditions of sale.

Price & Duration

The prices of the services sold are those in force on the day the order is placed. They are denominated in USD and are calculated excluding taxes. As a result, they will be increased by the rate of TGC and the fees applicable on the day of the order. The amount of the TGC is specified when selecting a product by the customer (TGC 6%). BOOST UP SARL reserves the right to a 2.5% increase on all annual package subscriptions from 1 February 2025.

As such, the following offer was agreed upon when these general terms and conditions of sale were signed:.....

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Payment for orders is made by:

- Cash payment;
- Monthly payment.

The prices of the products are as follows and do not include any discounts or exceptional discounts that BOOST UP SARL may grant.

- The STARTUP package (i.e. a cash price of XPF 18,000 excluding VAT);
- The BUSINESS package at 4,990 XPF excl. VAT / month (i.e. a cash price of 59,880 XPF excl. VAT);
- The CORPORATE package at 9,900 XPF excl. VAT / month (i.e. a cash price of 118,800 XPF excl. VAT)

On order / production of a promotional video at an additional cost of 50,000 XPF excl. VAT.

Le prix applicable au jour de la commande est valable pour l'intégralité de la durée de souscription.

La durée de la souscription correspond à la durée applicable au règlement effectué à BOOST UP SARL.

Cash orders can be paid for by credit card, cheques, or online payment on the DIGITAL CASH website. No discount will be given in case of advance payment.

Payment for orders by monthly direct debit is made by signing a direct debit authorization sent by BOOST UP SARL in the appendix.

The payment of the order is due upon receipt of the invoice sent by the company BOOST UP SARL, to the following bank details:

Bank details: BOOST UP
205 RUE ARNOLD DALY - OUEMO
98800 NOUMEA
NEW CALEDONIA
Bank domiciliation: BCI ORPHELINAT NOUVELLE-CALÉDONIE
IBAN: FR76 1749 9000 1035 0951 0201 154
RIB: 17499 00010 35095102011 54
BIC Code: BCADNCNN

Payment conditions :

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Article 1 : Payment Terms

3.1. Cash Payment

Cash payment, as mentioned in Article 2, is due at the time the order is placed. Payments can be made by the means of payment accepted by BOOST UP SARL and specified in the invoice, commercial proposal, or any other billing document.

3.1. Monthly Payment

Monthly payment is an option offered to customers who wish to spread the cost of the service over a defined period. Payment terms will be specified in the Payment Terms in Article 2. To benefit from monthly payment, the customer must adhere to the terms and conditions agreed upon in these general terms and conditions of sale. In case of non-compliance with the monthly payment terms, BOOST UP SARL reserves the right to suspend or cancel the service.

3.2. Late Fees

In the event of late payment, BOOST UP SARL reserves the right to charge late fees in accordance with applicable legal provisions. These fees will be specified in the invoice or any other billing document. In case of total or partial non-payment of the services delivered on the day of receipt, the customer must pay BOOST UP SARL a late penalty equal to three times the legal interest rate. The legal interest rate used is the one in effect on the day of product delivery. This penalty is calculated on the total amount remaining due, and it accrues from the due date of the price without the need for any prior notice.

3.3. Modification of Payment Terms

BOOST UP SARL reserves the right to modify the payment terms, including fees, due dates, and payment methods, subject to prior notice to the customer. The changes to the payment terms will take effect on the date indicated in the modification notice unless otherwise agreed between BOOST UP SARL and the customer.

3.4. Disputes and Claims

In case of disputes or claims regarding payments, the customer is encouraged to contact BOOST UP SARL as soon as possible. Any claim will be examined in accordance with our dispute resolution policy.

Article 2 : Execution of the Service - Delivery

The delivery timeframe indicated during the order registration mentioned in Article 5 is provided for informational purposes only and is not guaranteed. Consequently, any reasonable delay in the delivery of the products cannot lead to the cancellation of the order by the client. Delivery is made by making the product available to the client. The client must inspect the products at the time of receipt. In the event of non-compliance with the sold service, the client shall raise clear and specific reservations, which should be notified in writing to BOOST UP SARL within seven (7) days following the delivery date. The notification can be sent to digitalcashnc@gmail.com or by registered mail with acknowledgment of receipt. The client is responsible for providing any evidence regarding the observed anomalies. The data recorded by Pacific Team SARL constitutes proof of the nature, content, and date of the order. It is archived by BOOST UP SARL in accordance with legal conditions and timeframes. The client can access this archive by contacting BOOST UP SARL.

Article 3 : Schedule and Deadlines

The official release of the DIGITAL CASH application will take place on First quarter 2024. BOOST UP SARL confirms the order by signing these general terms and conditions of sale and/or by email within forty-eight (48) hours. This confirmation will include all the details of the order and the client's right of withdrawal. In the case of the production of an advertising video by BOOST UP SARL (CORPORATE package), the production will be completed within fifteen (15) days. Delivery is made by handing over the product to the client within a period of twenty (20) days.

Article 4 : Nature of Obligations

The service provider undertakes to allocate sufficient resources to fulfill the services. The service provider must execute the services in a professional manner and in accordance with the advertised products. The client agrees to timely review all documents submitted for approval and to clearly express any comments, observations, or disagreements. The client has sole decision-making authority regarding the strategy, general and specific objectives pursued, and in particular, the management, operation, and development of the results of the services, as well as the consequences of all decisions. Furthermore, the client is responsible for the use made of the results of the services. Consequently, the client retains control over the services in all circumstances.

The client shall be solely responsible for:

- The content, data, information, and trademarks concerning their products and services, as well as any pre-existing elements provided to the service provider.
- Obtaining all necessary permissions for the use and/or dissemination of pre-existing elements worldwide.

The client further agrees to:

- Fulfill their obligations, including the provision and validation of materials, within the specified deadlines.
- Bear and comply with all legal and regulatory requirements related to information technology.

Article 5 : Confidentiality Obligation

The service provider undertakes not to disclose any information to which they may have access in the course of performing their duties. The service provider shall pay attention to the confidentiality of documents, particularly when they are marked as "confidential." The service provider shall consider as strictly confidential and shall refrain from disclosing any information, document, data, or concept that they may become aware of during the course of this contract. However, the service provider shall not be held responsible for any disclosure if the disclosed elements were already in the public domain at the time of disclosure, or if the service provider had prior knowledge of them or obtained them from third parties through legitimate means.

Article 6 : Collaboration Obligation

The client shall provide the service provider with all information that may contribute to the successful completion of the objectives of this contract.

Article 7 : Quality Assurance

The service provider shall exercise the utmost care in executing the order and ensuring the quality of the products. In the event of a recognized execution defect by the service provider, their obligation shall be limited to refunding the quantities not executed, without any further compensation. Quality assurance does not cover defects resulting from abnormal or non-compliant use of the product, contrary to its nature, specifications, or intended purpose.

Article 8 : Responsibilities

The service provider's responsibility does not extend to the needs that the client has not expressed. The service provider undertakes, as an obligation of means, to perform all the services entrusted to them in accordance with the rules of the trade and professional practices, provided that the client fulfills their own obligations properly. If applicable, the client agrees to take customary precautions regarding software development, such as providing only copies of information media, and thereby waives any claim against the service provider in case of loss, destruction, or damage to files or any other documents. It is therefore the client's responsibility to make necessary backups. Under no circumstances shall the service provider be held liable for indirect or unforeseeable damages suffered by the client. By express agreement between the parties, indirect damages shall be considered as any financial or commercial harm, loss of turnover, profit, data, orders, or customers, as well as any action taken against the client by a third party. The service provider shall not be held liable for any harm or damage arising from the client's use of the results of the services. In any case, if the service provider's liability were to be engaged by the client under the contract for direct damages suffered by the client, the client's right to compensation shall be limited, for all causes combined, to the amount due by the client for the services. Photographs are not part of the contractual scope. The responsibility of BOOST UP SARL cannot be engaged if errors are present. The responsibility of BOOST UP SARL cannot be invoked in case of non-performance or delay in the performance of one of its obligations described in these general terms and conditions of sale due to a force majeure event. In this regard, force majeure refers to any external, unforeseeable, and irresistible event within the meaning of Article 1148 of the Civil Code.

Article 9 : Modification

Any modifications to these general terms and conditions of sale will be notified by the company to the client, by email or during their renewal before commercialization.

Article 10 : Termination - Sanction

In the event of a serious breach by either party of one of its essential obligations, the other party shall be authorized, thirty (30) days after a formal notice sent by registered letter with acknowledgment of receipt that remains ineffective, to terminate the contract, in whole or in part, by simply sending a registered letter with acknowledgment of receipt. All amounts due to the service provider will become immediately payable.

Article 11 : Use of Data / GDPR

The information collected is subject to processing by BOOST UP SARL for registration on the DIGITAL CASH application. In accordance with the "Data Protection" and "GDPR" laws, the client may exercise their rights of access, rectification, erasure, objection, restriction, or portability by contacting BOOST UP SARL. The information collected about the client is processed by our company and is essential for the processing of their order. These personal information and data are also stored for security purposes to comply with legal and regulatory obligations. They will be kept for as long as necessary for the execution of the ordered work and any applicable guarantees following completion of the work. The data controller is our company, whose name, postal address, and email address are provided on the front page. Access to personal data will be strictly limited to employees of the data controller who are authorized to process them in the course of their duties. The information collected may be communicated to third parties contracted by the company for the performance of subcontracted tasks, without the client's authorization being required. In accordance with the French law IT Security (Data Protection Act) of January 6, 1978, as amended by the law of August 6, 2004, and by European Regulation No. 2016/679, the client has the right to access, rectify, erase, and port their data, as well as the right to object to the processing for legitimate reasons, which they can exercise by contacting BOOST UP SARL (direction@digitalcashnc.fr) and providing a valid proof of identity. In case of a complaint, the client can contact the National Commission for Data Protection (CNIL). The client authorizes the company to take photographs of the work and projects carried out and to use them on any medium of its choice, including its website.

Article 12 : Jurisdiction

Any dispute relating to the interpretation and performance of these general terms and conditions of sale is subject to French law. In the absence of an amicable resolution, the dispute will be brought before the Mixed Commercial Court of Noumea (Rue de Metz, 98848 NOUMÉA).

Comments :

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Summary of services selected for billing:

Désignation prestation	Durée (mois)	Prix mensue	Prix comptant USD	Quantité	Remise (%)
Forfait STARTUP	12	0	166,94	0	0
Forfait BUISNESS	12	0	555,32	0	0
Forfait CORPORATE	12	0	1101,82	0	0

Done in

On

In duplicate,

Client's signature :

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For BOOST UP SARL :

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