

7Theories – Shopping engine

contract of merchant referencing

Merchant identity

		Billing to (if different)
Company name		
RCS number <small>Only applicable in France</small>		
SIRET number <small>Only applicable in France</small>		
EU VAT number <small>Only applicable in the European Union</small>		
Full address <small>Including the country name</small>		

Invoicing language

English

French

Chosen model

CPC (€0.15 per click)

CPM (€15 per 1000 impressions)

Store details

If the contract is about multiple stores, you can provide us with a complete list by using the document in Appendix 1.

Name	
Website <small>Optional for local stores</small>	
Monthly budget (in Euro)	
Used language <small>French by default</small>	
Used currency <small>Euro by default</small>	
Is VAT included in prices? Specify which one (if applicable) <small>For example, GB 17.5</small>	
Address <small>Including the country name Needed for local stores</small>	
Maximum distance store-customer <small>Needed for local stores to display offers according to the users geographical location</small>	
Shipping countries <small>ISO 3166-1 alpha 2 codes can be used</small>	

7Theories - Résidence les Vignes Bât. 4 - 13790 Rousset - FRANCE

SARL au Capital de 5050 euros - 497 506 311 R.C.S. AIX EN PROVENCE – SIRET 497 506 311 00016 - Code NAF 724Z - N° TVA FR24497506311

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Sales/Marketing contact

Name	
Position	
Phone/Skype	
Email	

If an email has been specified for the sales/marketing contact, which address do you prefer the electronic invoices to be sent to?

- To the sales/marketing contact email
- To the following email:
- None, I do not want to receive electronic invoices.

Technical contact

Name	
Position	
Phone/Skype	
Email	

This contract, the associated general terms of merchant referencing and the possible appendix represent the entire agreement between the two parties regarding its object. This agreement cancels et replaces any past engagement, written or verbal, relating to the same object.

You acknowledge having accepted the general terms of merchant referencing.

Name		7Theories
Position		<i>Reserved frame (do not fill in)</i>
Done at		on
<i>To sign with the quote « read and approved »</i>		
		Beginning of the contract
		<i>Reserved frame (do not fill in)</i>

To send in two copies (including the general terms of merchant referencing and the possible appendings in two copies as well) to the following address:
7Theories
Résidence Les Vignes Bât 4
13790 Rousset
FRANCE

One copy will be sent you back with our acceptance of the entire agreement.

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general terms of merchant referencing

The general terms of merchant referencing described hereinafter explain in detail rights and obligations relating to the integration of the offers from the stores, enrolled by this contract, on the « Shopping engine » style websites of the 7Theories network and of its commercial or individual partners.

Any service provided by the company 7Theories via the « Shopping engine » style websites of its network and of its commercial or individual partners involves your unreserved acceptance of these general terms of merchant referencing.

1. Definitions

Action: click or impression.

Clicks: action allowing a user to access to an Internet address provided by the merchant for an offer from one of the stores enrolled by this contract.

CPC: cost per click.

CPM: cost per thousand impressions.

Impression: display of an offer (including the price, the shipping costs, the warranties, the services and the average rating of the store) provided by the merchant for one of the stores enrolled by this contract.

Internet store: store which offers are available for buying on the Internet.

Local store: store which offers are available for buying in a physical retail outlet.

User: visitor of the « Shopping engine » style websites of the 7Theories network.

2. Actions validation

An action is validated (marked to be invoiced) only when the user has not already made the same action in the last 24 hours.

3. Offers display

The company 7Theories provides offers comparison services via the « Shopping engine » style websites of its network and of its commercial or individual partners.

Display of the offers depends on the store type, its selling area and the processed given user information.

If this is an Internet store, this one has to deliver in the user country for the offers to be displayed. The user can indicate its country or the country is defined according to the technical information at our disposal.

If this is a local store, the distance between the user and the store has to be lower either than the maximum distance set by the user (30 kilometers by default) or than the one contractually defined for this store for the offers to be displayed. The user can indicate its geographical location or the geographical location is defined according to the technical information at our disposal.

A store (whatever its type) can be excluded by the user. In that case, the user will not have access to the offers of the stores he has excluded.

Users have the possibility to display prices of the offers in different currencies. Conversion rates are regularly updated using data provided by the European Central Bank.

If the monthly budget contractually defined for a store has been reached, the associated offers will be deactivated until the next invoicing date. You have the possibility to modify the monthly budget of a store at any moment, provided that the new value is not lower than the current debit amount of this store account.

4. Products and stores information

You declare to act on behalf of the stores enrolled by this contract and that all the information that you transmit to us are exact and up to date.

You declare to give the company 7Theories the non-exclusive right to use, to reproduce, to represent and to adapt, on the « Shopping engine » style websites of its network and of its commercial or individual partners, the products and stores information provided as the execution of this contract and for as long as this contract is running.

You commit that the stores enrolled by this contract and the offers transmitted do not break any law or regulation. Any offer that is forbidden to some categories of people has to be marked and transmitted as it is.

You declare to accept the stores enrolled by this contract to be rated and reviewed by the users.

5. Prices list

The prices of the services provided by 7Theories via the « Shopping engine » style websites of its network are specified in Euro and calculated without taxes. Consequently, they will be majored with the applicable VAT rate when issuing the invoices. Depending on the contractually chosen model, the prices are as following:

- €0.15 per click (CPC).

- €15 per 1000 impressions (CPM) or €0.0015 per impression in case that the number of impressions to invoice is not a multiple of 1000.

The company 7Theories give itself, at its own discretion and at any moment, the right to modify its prices list.

6. Discounts

The prices list does not include any discounts that the company 7Theories could grant.

A 10% discount will be granted if the payment is done in the 7 days following the invoices issue.

7. Methods of payment

The invoices are made out on monthly anniversary dates of the beginning of the contract. The payment can be done:

- by check payable to SARL 7Theories.

- by bank transfer (BNP PARIBAS) using the following references and specifying, if possible, the invoice number as title:

- RIB: 30004 00702 00010076049 60

- IBAN: FR76 3000 4007 0200 0100 7604 960

8. Lack of payment

In case of a total or partial lack of payment 30 days after the invoice has been issued, you will have to pay to the company 7Theories a monthly late penalty equal to the European Central Bank rate increased with 7 points (Law 2001-40 from the 05/15/01 - Article 53). This penalty is calculated on the amount to pay with taxes.

A check that would be denied because of an insufficient balance will be considered as a late payment if the limit payment date is reached and that the check could not have been still cashed or that a new payment would not have been made.

The company 7Theories has the permission to recover any expense relating to the collect of an invoice payment.

9. Solving clause

If in the 15 days following the implementation of the clause « Lack of payment », you have not paid the amount still owed, the sell will be solved by full right and could open to damages allocation in favor of the company 7Theories.

10. Beginning and end of the contract

This contract starts at least 1 day after the two parties have accepted the entire agreement.

This contract runs until termination.

This contract can be terminated by registered letter with acknowledgment of receipt. The day your mail is received will serve as the recognition date of the termination. As well, the company 7Theories has the authority to suspend or terminate this contract, at any moment and at its own discretion.

The date of the end of the contract will be the day after the recognition of the termination. An invoice will be made out for all the elements on your debit amount at the end of the contract.

11. Notifications

Any notification on our behalf relating to this contract will be done by email and/or postal mail.

Any notification on your behalf relating to this contract have to use the following channels (by order of priority):

- email to sales@7theories.com

- postal mail to 7Theories – Résidence les Vignes Bât. 4 – 13790 Rousset – FRANCE

12. Modifying the general terms of merchant referencing

The company 7Theories reserves the right to modify these general terms of merchant referencing. You will have to accept the new general terms of merchant referencing for the offers from the stores enrolled by this contract to continue to be presented on the « Shopping engine » style websites of the 7Theories network and of its commercial or individual partners.

13. Confidentiality

For as long as this contract runs and even after its termination for any reason, you commit to strictly keep confidential the whole information and documents whatever their nature relating to the company 7Theories or to the « Shopping engine » style websites of the 7Theories network and of its commercial or individual partners or to any person linked, whatever the way, to the company 7Theories or to the « Shopping engine » style websites of the 7Theories network and to its commercial or individual partners.

You commit to take all necessary steps towards your employees to ensure on your responsibility the respect of the obligation of confidentiality aimed at the previous paragraph.

14. Limits of guarantee and responsibility

The services provided by the company 7Theories via the « Shopping engine » style websites of its network, the use and the results that follow them are provided as is.

The company 7Theories does not offer any guarantee other than the ones mentioned in this contract.

The company 7Theories does not guarantee the conversion rates in effective sells of the actions made on the « Shopping engine » style websites of its network and of its commercial and individual partners as well as the profile of the users having triggered these actions.

The company 7Theories is not responsible for losses, damages, losses of earnings, expenses or any kind of costs, direct or indirect, resulting from this contract.

You commit to compensate for all the charges and to release from all the responsibilities the company 7Theories, its employees, its directors in case of legal or not legal actions or any kind of actions resulting from or relating to the breach of these general terms of merchant referencing.

15. Greater force

The company 7Theories cannot be liable for the non-execution or a late execution of one of the obligations described in these general terms of merchant referencing follows from a greater force.

On this account, the greater force means any external event, unforeseeable as described in the article 1148 of the Civil Code.

16. Resolving disputes

In case of divergence, these general terms of merchant referencing prevail on the terms of buying that you could transmit to us.

The French version of this document prevails on any other translated version.

Any dispute relating to the interpretation and the execution of these general terms of merchant referencing is subjected to the French law.

In the absence of out of court resolution, the dispute will be brought to the « Tribunal de Commerce d'Aix-en-Provence ».

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Appendix 1 (optional) – Stores to manage

If only one store has to be managed, it is preferable to use the form on the first page.

If the size of the following table is insufficient, this appendix can be unlimitedly reproduced or provided on a free form.

Name	Website Optional for local stores	Monthly budget (in Euro)	Used language French by default	Used currency Euro by default	Is VAT, and which one, included in prices? For example, GB 17,5	Address Including the country name Needed for local stores	Maximum distance store- customer Needed for local stores to display offers according to the users geographical location	Shipping countries ISO 3166-1 alpha 2 codes can be used

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