

LUCKY CASH, MOBILE APPLICATION  
E-CONIT COMPANY  
TERMS OF SERVICE

## 1. INTRODUCTION

E-CONIT is a limited liability company, the amount of the share capital is 18,550 euros. The head office of the Company is located at 11 Avenue Raymond Manaud, Appt A203, 33520 BRUGES, FRANCE.

E-CONIT is registered under No. 797 556 123 at the Bordeaux trade and companies register and its VAT number is FR 337 975 561 23. The society is represented by its CEO, Mr. Régis MAIGRET.

The application or in other words the "SERVICE" is developed by E-CONIT. The society owned the full application intellectual property.

All users using the APPLICATION (as defined below) are invited to read carefully and completely these Terms of Service. The document defines the terms and conditions under which E-CONIT offers a distribution of services for advertising companies and surveys companies.

Any access and / or use and / or registration on the Application implies the unreserved acceptance of these terms of service. The document is a contract between E-CONIT and any User in the application.

Terms of service are explicitly accessible in the registration screen. User needs to accept the document before registering and it can be access anytime in the application.

E-CONIT allows User to access its services with the application ("Service") on mobile device. The service is a platform that allows advertiser partners to provide offers and surveys to users ("opportunities"). User can obtain virtual credits for its actions. These virtual credits can be used to play little games: to win more credits or just to play. Users can exchange virtual credits with money if they perform specific tasks or comply with certain offer requirements.

There are only two rules to payout:

- 1 000 credits equal to one euro
- User needs to earn at least 5 000 virtual credits

The payout is made with PayPal. This platform is used to avoid E-CONIT to save any sensitive data. E-CONIT is not a financial company and has no intention to become one of them.

The application saves only the email address to allow user to payout with PayPal.

E-CONIT is registered in PayPal with a business account and all business information have been verified by PayPal.

The payout takes around 2 business days to be done because E-CONIT can check all user activities to detect and prevent fraud (multiple accounts for example).

If you do not accept this document, please do not use the service.

These Terms of Service apply to all transactions made through the Service. The term of the contract will begin on the date you register as a user and will end on the date of termination by either party in accordance with the terms of the contract (the "Term").

## **2. ACCEPTANCE AND OPPOSABILITY OF THESE TERMS OF SERVICE**

These Terms of service must be respected by any User when accessing or using the Application. They define its conditions of access and use.

The acceptance of these Terms is required to benefit from services offered by E-CONIT. Acceptance of these Terms of service assumes that Users have the legal capacity necessary for this. These Terms are accessible at any time on the Application and will prevail, if necessary, over any other version or any other contradictory document.

E-CONIT reserves the right to modify its terms at any time it will be necessary.

In case of modification of the Terms, the applicable version is the one published at the date of the download of the Application or at the last use of the application by the User.

Users who have accepted a previous version will be informed by any means of their modification and this will in particular be the subject of a notification on the Application.

Special and additional regulations will be available for each partner offer.

## **3. LEGAL INFORMATION**

E-CONIT is a limited liability company.

The amount of the share capital is 18,550 euros.

The head office of the Company is located at 11 Avenue Raymond Manaud, Appt A203, 33520 BRUGES, FRANCE.

E-CONIT is registered under No. 797 556 123 at the Bordeaux trade and companies register and its VAT number is FR 337 975 561 23.

The company is represented by its CEO, Mr. Régis MAIGRET.

Email address to contact E-CONIT: [hello@e-conit.com](mailto:hello@e-conit.com)

Data storage localization: Amazon Web Service Ireland

## **4. Responsibility of Offers.**

All offers and "rewards" granted by E-CONIT are not affiliated with Apple Inc. Contests and Offers are only sponsored by E-CONIT. Not all awards and / or awards are Apple products; and have no association with Apple.

### **4.1 OFFERS.**

Participating Advertisers create and list Offers that the Service distributes, and allow Users to receive Rewards from the Advertiser in return for performing specified tasks or meeting requirements (such as the tasks and / or requirements constituting the "Requirements") set out in the Offer. Each opportunity announcement contains a description of the requirements and the corresponding reward to be provided by the advertiser. E-CONIT provides the service to facilitate the relationship between advertisers and users. Advertisers are solely responsible for the content of their offers and the payment of identified rewards to users.

#### 4.2 REWARDS.

Advertisers determine whether a particular user has met the requirements and is eligible to receive the associated rewards. If you do not meet the requirements, User will not be entitled to the reward associated with this opportunity. User agrees that all rewards will be forfeited if their account is terminated for any reason, or if E-CONIT stop to provide the service. E-CONIT is not responsible for any transfer of rewards or related credit points or the sale of these in the "real world". As a result, you cannot buy or sell Rewards or exchange items for value. Any attempt to violate these Terms of Service will result in the termination of User account.

#### 4.3 PROHIBITED ACTIVITIES

You may not use the Service for purposes other than those for which E-CONIT makes it available. E-CONIT reserves the right to investigate, terminate User membership and take appropriate legal action, if User violates the Service improperly or if User behaves inappropriately or illegally.

Here is a list of the types of prohibited actions:

- User will not use the Service for illegal purposes, including any criminal activity, including child pornography, fraud, drug trafficking, gambling, harassment, spamming or trade secrets.
- User will not implicate E-CONIT in any statements without the company written consent.
- User will not publish, distribute or reproduce in any case any material protected by copyright, trademarks or other exclusive information unless fair use or without obtaining the prior consent of the owner.
- User will not remove any copyright, trademark, or other proprietary notices contained in the Service.
- User will not interfere or disrupt the Service or servers or networks connected to the Service.
- User will not post or transmit any document containing software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- User will not make headers or manipulate other identifiers in order to manipulate the origin of any information transmitted through the Service.
- User will not make any iframe or mirror service site.
- Adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any part of the Service or any software used for the Service.
- User will not collect personal information from other people (including account information) from the Service.

## **5. SPECIFIC TERMS FOR THE USER**

As a condition of using the Service, and in order to receive payout related PayPal to Rewards, you will need to register and provide valid PayPal account information. You must provide E-CONIT with accurate, complete and up-to-date registration information. Failure to do so will constitute a violation of these Terms of Service, which may result in termination of the account. You must not (i) select or use a pseudonym of another person with the intention of impersonating that person, (ii) use a pseudonym subject to the rights of a person other than you without the 'appropriate authorization, or (iii) use a name that is otherwise offensive, vulgar or obscene as a screen name. E-CONIT reserves the right to refuse registration or to cancel a user account at its sole discretion. You are solely responsible for the activity that occurs on your account. You must immediately notify E-CONIT of any unauthorized use of your account or any other security breach related to the account of which you are aware.

## **6. REWARDING RESPONSABILITY.**

The user acknowledges and accepts that the obligation to provide rewards earned by users after doing some marketing tasks or surveys, is under advertiser responsibility and not E-CONIT responsibility.

E-CONIT simply makes it easy to earn rewards, making easier the connection between users and marketing platforms. The user waives any claim or right of action against E-CONIT concerning a rewarding failure.

The application hosts marketing offers and does not decide if rewards are succeeded or failed.

## **7. LICENSE GRANT.**

By participating in the Service and accepting Rewards, the User grants E-CONIT and the specific Advertiser providing the Reward a worldwide license, royalty-free, non-exclusive, sublicensable, unconditional, perpetual and transferable to use, display, perform, reproduce, republish and distribute any content or any part thereof ("Content") provided by a User in connection with the Service or an Opportunity in all forms of media and by all media channels (now known or further developed below), including, but not limited to, television, radio, printing, website and other electronic communications. You acknowledge and agree that the Content you submit, or display may be viewed by other Users of the Service and through third party services. You should only provide content that you are comfortable sharing under these terms.

## **8. ELIGIBILITY AND PROTECTION OF MINORS.**

You must be eighteen (18) years old or older to use the Service. By using the Service, you represent and warrant that all of the information you submit is true and accurate, and that you agree to maintain the accuracy of this information.

Children under the age of eighteen (18) are not the target audience for E-CONIT offers and E-CONIT strives to protect their privacy. For this reason, advertisers are prohibited from posting any offer targeting children and minors prohibited from using the service.

## **9. CONFIDENTIALITY, POLICY, DATA PROTECTION**

Please refer to the complete dedicated document of policy available here:

[https://picturehit.s3-eu-west-1.amazonaws.com/public/content/money\\_policy\\_en.htm](https://picturehit.s3-eu-west-1.amazonaws.com/public/content/money_policy_en.htm)

## **10. WHAT IS NOT AUTHORIZED ON APPLICATION**

There are just a few rules that you should follow in order to avoid any issues or account suspension:

- Do not create multiple accounts.
- Do not use VPNs or proxies to simulate your IP address or location.
- Do not try to change the identifier of your device.
- Do not spam with your referral code.

The E-CONIT team will suspend any account that do not respect these simple rules.

Any attempt to use automated programs, bots, screen scraping, database calls, human data collection or any other means of collecting data, content or Other information for the purpose of reverse engineering our platform for commercial or personal use is strictly prohibited.

## **11. E-CONIT Intellectual Property**

E-CONIT is the exclusive owner of the Application. It is prohibited to reproduce, distribute, represent, and display publicly, create derivative contents, and otherwise use the content of the application without the express prior authorization of E-CONIT. Logos, graphic charter, layout, information, presentation and content of the application are protected by the Intellectual Property Code as well as by all applicable international standards, and are, unless otherwise indicated, the exclusive property of E-CONIT.

Any reproduction, representation, publication, transmission, use or modification, in whole or in part, of the Application and / or one of its elements, made without the prior written authorization of E-CONIT would constitute an infringement and lead to civil and / or criminal proceedings. Unless otherwise stated, the elements accessible on the Application , the databases, the management tools, the pages of the site, the texts (with the exception of those coming from third parties and clearly identified as such or accessible by links hypertexts), and more generally all the information made available to the User are the full, entire and exclusive property of E-CONIT.

## **12. AVAILABILITY OF THE SERVICE**

E-CONIT is constantly innovating and modifying its service offer in order to provide the best possible experience for its users. User acknowledges and agrees that the form and nature of the Service provided by E-CONIT may change without notice. User acknowledges and agrees that E-CONIT may stop (permanently or temporarily) to provide the Service (or any functionality or functionality of the Service) to Users in general, without notice. User and /

or E-CONIT may terminate the Contract and / or participation in the Service at any time, for any reason or for any reason, and E-CONIT shall have no responsibility for such decisions.

### **13. WARRANTY WARNING.**

Each advertiser and user expressly agree that the service is available "as it is", without warranties of any kind, express or implied, and that its use is at its risk.

E-CONIT declines the fullest extent permitted by law all warranties, express or implied, including, but not limited to, warranties of merchantability or fitness for a use specifically, (ii) guarantees (iii) guarantees relating to delays, interruptions, errors or omissions in the service or the website of the financial application, or any part of these, (iv) guarantees relating to transmission or on delivery of products of intellectual property or property rights the service (v) the guarantees relating to the accuracy or the accuracy of the data, and any other warranty concerning the performance, non-performance or other acts or omissions of E-CONIT.

### **14. LIMITATION OF LIABILITY**

E-CONIT cannot be held responsible for damages of any kind which arise from the use of the service by the user. Without limiting the foregoing, in no event shall E-CONIT or any E-CONIT entity be liable for indirect, special, incidental, consequential, punitive or copy damages, resulting in or relating to the agreement. The advertiser accepts that the advertiser does not constitute E-CONIT responsible for the selection or conservation or any act, error or omission of any third party in connection with the agreement, including as regards participation or third party access to the list of the announcer of offers, independent of the intent of this third party.

With article 6-i-2 of law n °2004-575 of June 21, 2004 in the digital economy, **E-CONIT acts as a hosting provider** by proposing application to the general public.

E-CONIT is therefore not legally held by a general obligation to monitor the content transmitted or stored on or through the application.

E- CONIT undertakes to withdraw all the manifestly illegal content appearing on the application, from the time or E-CONIT will have actually knowledge of it.

E- CONIT cannot be held responsible for any problem of links present in the application or of external content to which links refer.

E- CONIT will encourage to implement all the necessary means in order to maintain the application accessible to users but cannot guarantee uninterrupted and error-free operation. It is specified that the responsibility of E-CONIT cannot be engaged in case of the impossibility for the user to use the SERVICE, whatever the cause, in particular during the periods during which it is conducted maintenance operations, upgrades or updates, emergency repairs, or as a result of circumstances independent.

Elsewhere, E-CONIT may be required to interrupt its application, at any time without notice, all without right to compensation. The user acknowledges and accepts that

E-CONIT is not responsible for interruptions and consequences that may result for the user. E-CONIT is not responsible for any interruption of the internet network or in the event of misuse or illegal use of the application by the user.

### **15. INFORMATION**

E-CONIT may send general information to users and advertisers by notifying them by email to the email address USER has provided to E-CONIT. It is USER responsibility to ensure that email address and any other information provide to E-CONIT is updated and correct. All information to E-CONIT must be sent by electronic mail to: [hello@e-conit.com](mailto:hello@e-conit.com)

## **16. LAW**

In case of a litigation resulting from the interpretation, execution, termination of these general conditions, the parties undertake to meet in order to achieve a friendly resolution of their disputes.

We inform you that, if you are a consumer, you have the right, under article L.152-1 of the consumption code, to use a consumption mediator for free for the friendly resolution of the litigation you will oppose to E-CONIT. You have the possibility to seize the mediator of the professional federation of e-commerce and remote sale (fevad), or to use any other consumption mediator responding to same requirements.

If you are a professional, the litigation will be subject to the exclusive jurisdiction of the tribunal of Bordeaux, FRANCE.

**LAST MODIFICATION OF THE DOCUMENT: April, 30<sup>th</sup> 2020**