

MacSUPPORT*plus* 'Ça Marche' User Agreement.

I. About Ça Marche

Ça Marche is a on-line marketplace, created by MacSUPPORT*plus*, that allows subscribers to MacSUPPORT*plus*, to offer, sell and buy Apple branded product: or such devices that can control, connect to, and/or be controlled by, a Apple branded product: at no cost for advertising.

Non subscribers to MacSUPPORT*plus*, services can make use of Ça Marche, but at a premium.

Items can be new, used, current or historical equipment: can include items that are damaged or not working (so long as this is made clear from the outset).

Ça Marche will not reveal your identity either as the Seller or Buyer until such time as a the sale/purchase completes and is necessary for a payment transaction to complete.

2. Using Ça Marche

MacSUPPORT*plus*, creates the users' Ça Marche advertisement and advises on the content.

The seller agrees to provide up to 5 photographs and / or a 30 second video needed to construct the advertisement.

As a subscriber to MacSUPPORT*plus*, your advertisement is created and listed at no cost.

If you are not a subscriber to MacSUPPORT*plus*, all advertisement creation and listing fees must be paid in advance.

You can demand removal of your advert at any time. You can demand a change of content if you disagree with any statement made or photograph used in the advert.

MacSUPPORT*plus*, reserves the right to refuse to advertise any item it deems inappropriate.

MacSUPPORT*plus*, can advise on the valuation.

3. Abusing Ça Marche

In connection with using or accessing Ça Marche, you will not:

Attempt to sell counterfeit items.

If when MacSUPPORT*plus*, receives the advert content it discovers the item to be of dubious provenance, MacSUPPORT*plus*, reserves the right to refuse the advert, and to levy a fee for any administration costs incurred.

We will refuse your advertisement on Ça Marche if:

- a. we think that you are knowingly or otherwise creating problems or possible legal liabilities;
- b. we think that such restrictions will improve the security of the MacSUPPORT*plus*, community or reduce our or another MacSUPPORT*plus*, user's exposure to financial liabilities;
- c. we think that you are infringing the rights of third parties;
- d. we think that you are acting inconsistently with the letter or spirit of this User Agreement or our policies or abuse our employees or users;
- e. despite our reasonable endeavours, we are unable to verify or authenticate any information you provide to us; or
- f. you fail to make full payment of any fees due by your payment due date.

4. Fees

As a subscriber to MacSUPPORTplus, there is no fee for advertising your item. 5% of the sale value becomes due and payable within 7 days after the sale is complete and the item(s) delivered to the buyer.

As a non subscriber to MacSUPPORTplus services, a 2.5% valuation fee is payable for accepting an item to be advertised and is due immediately on receiving approval of the proposed advertisement. A further 7.5% of the sale value becomes due and payable within 7 days after the sale is complete and the item(s) delivered to the buyer.

For delivery of the sold item to the buyer, MacSUPPORTplus, recommend use of a tracked, insured, service.

As the seller, you are liable for the transaction fee arising out of all your sales made using Ça Marche, even if sales terms are finalised outside of Ça Marche.

This means. If you are a seller and you offer or reference your contact information or ask for a buyer's contact information, you may be liable to pay the agreed sale value fee in consideration for the introduction to a buyer for that item advertised on Ça Marche, even if the item does not actually sell.

If your payment method fails or your account is overdue, we will collect fees owed by collection agencies or legal counsel. Any fees incurred for using such facility to be born by the seller.

For MacSUPPORTplus subscribers, any fees overdue by 30 days will result in suspension of all MacSUPPORTplus, services until such time as the account is brought up to date.

All Services and Sanitisation requests to be performed by a MacSUPPORTplus technician are charged at a rate in keeping with the amount of labour time required. Quotations on request.

5. Returns

Theoretically, such requirement should not occur but should it do so, MacSUPPORTplus, can be asked to intervene, arbitrate, and provide the most secure and reasonable method available at either the sellers, or buyers expense.

6. Liability

Both Seller and Buyer agree to exclude us from all liability pertaining to the advertisement should on arrival with the buyer, the goods prove to be not as described.

Regardless of the previous paragraph, if we are found to be liable, our liability to you or to any third party is limited to total fees which you paid to us, or £50 whichever is the greater less any administration costs incurred.

Nothing in this User Agreement shall limit or exclude our liability for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law. This is specific to when a seller has employed us to service or sanitise their item prior to despatch.

7. Compensation

You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of this User Agreement, your improper use of Ça Marche's Services or your breach of any law or the rights of a third party.

8. Legal Disputes

If a dispute arises between you and MacSUPPORT**plus**, we strongly encourage you to first contact us directly to seek a resolution by contacting Customer Support. We will consider all reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Any claim, dispute or matter arising under or in connection with this User Agreement shall be governed and construed in all respects by the laws of England and Wales. You and we both agree to submit to the non-exclusive jurisdiction of the English Courts.

In simple terms, "non-exclusive jurisdiction of the English courts" means that if you were able to bring a claim arising from or in connection with this User Agreement against us in Court, an acceptable court would be a court located in England, but you may also elect to bring a claim in the court of another country instead. English law will apply in all cases.

9. General

If any provision of this User Agreement is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

If you have a dispute with one or more users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and

unknown, arising out of or in any way connected with such disputes.

We may amend this User Agreement at any time. All amended terms shall automatically be effective after 30 days. Your continued use of Ça Marche after the effective date of these amended terms constitutes your acceptance of them.

This User Agreement may not be otherwise amended except through mutual agreement by you and a MacSUPPORT**plus**, representative authorised to do so.

The policies posted on our site may be changed from time to time. Changes take effect when we post them.

The User Agreement, the MacSUPPORT**plus**, User Privacy Notice and all policies posted on our site are the entire agreement between you and MacSUPPORT**plus**, and supersede all prior understandings and agreements of the parties.

The following Sections survive any termination of this User Agreement: Fees (with respect to fees owed for Ça Marche), Content, Liability, Compensation, Legal disputes and the release contained in this General section. Legal notices shall be served by registered mail to MacSUPPORT**plus**, 1 Chestnut Grove, St Neots. Cambs, PE19 2DW, United Kingdom.

We shall send notices to you by email to the email address you provided to MacSUPPORT**plus**, during the registration process. Notice to you shall be deemed given 24 hours after the email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by registered mail to the address provided during the registration process. Notices sent to either party by registered mail shall be deemed to have been received by that party twenty one days after the date of mailing.

Ça Marche

MacSupportplus

1 Chestnut Grove

St Neots

Cambs PE19 2DW

United Kingdom

UK +44 844 567 6915

Mac Midi Pyrenees

En Reynes

81470 Cuq Toulza

France

FR +33 5 63 70 93 62